

AGREEMENT FOR LAKE COUNTY 2018 HAZARD MITIGATION PLAN UPDATE

This Agreement is made and entered into by and between the County of Lake, hereinafter referred to as "County", and Foster Morrison Consulting, Ltd. hereinafter referred to as "Contractor", collectively referred to as the "parties".

1. **SERVICES.** Subject to the terms and conditions set forth in this Agreement, Foster Morrison Consulting, Ltd. shall provide to County the services described in the Scope of Services attached hereto and incorporated herein as Exhibit "A" at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibits A, the Agreement shall prevail.

2. **TERM.** This Agreement shall commence on _____, 2017 and continue in full force and effect until terminated as hereinafter provided.

3. **COMPENSATION.** Contractor has been selected by County to provide the services described hereunder in Exhibit "A" (Scope of Services), attached hereto. Compensation to Contractor shall not exceed \$97,251.00.

The County shall compensate Contractor for services rendered, in accordance with the provisions set forth in Exhibit "B" (Fiscal Provisions), attached hereto, provided that Contractor is not in default under any provisions of this agreement. Compensation to Contractor is contingent upon appropriation of federal, state and county funds.

4. **TERMINATION.** This Agreement may be terminated by mutual consent of the parties or by County upon 15 days written notice to Contractor.

In the event of non-appropriation of funds for the services provided under this Agreement, County may terminate this Agreement, without termination charge or other liability.

Upon termination, Contractor shall be paid a prorated amount for the services provided up to the date of termination.

5. **MODIFICATION.** This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning scope of services which do not affect the compensation may be modified by mutual written consent of Contractor and County executed by the Sheriff/Coroner or his designee.

6. **NOTICES.** All notices between the parties shall be in writing addressed as follows:

County of Lake
Sheriff's Office
1220 Martin Street
Lakeport, CA 95453
Attn: Mary Beth Strong

Foster Morrison Consulting
5628 W Long Pl
Littleton, CO 81023
Attn: Jeanine Foster, JD

7. **EXHIBITS.** The Agreement Exhibits, as listed below, are incorporated herein by reference:

Exhibit A – Scope of Services
Exhibit B – Fiscal Provisions
Exhibit C – Timeline
Exhibit D – Reference to RFP
Exhibit E – Compliance Provisions

8. **TERMS AND CONDITIONS.** Contractor warrants that it will comply with all terms and conditions of this Agreement and Exhibits, and all other applicable federal, state and local laws, regulations and policies.

9. **INTEGRATION.** This Agreement, including attachments, constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior Agreements, related proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties.

Executed at _____, California on _____.

COUNTY OF LAKE

CONTRACTOR

CHAIRMAN, Board of Supervisors

Foster Morrison Consulting, Ltd

Howell Consulting, Inc.

ATTEST:
CAROL J. HUCHINGSON
Clerk to the Board of Supervisors

APPROVED AS TO FORM:
ANITA L. GRANT
County Counsel

By: _____

By: _____

EXHIBIT “A” – SCOPE OF SERVICES

1. **CONTRACTOR RESPONSIBILITIES.** The Contractor responsibilities are referenced in accordance with the provisions set forth in Exhibit “D” (RFP reference), attached hereto.
2. **RECORDS RETENTION.** Contractor shall prepare, maintain and/or make available to County upon request, all records and documentation pertaining to this Agreement, including financial, statistical, property, recipient and service records and supporting documentation for a period of five (5) years from the date of final payment of this Agreement. If at the end of the retention period, there is ongoing litigation or an outstanding audit involving the records, Contractor shall retain the records until resolution of litigation or audit. After the retention period has expired, Contractor assures that confidential records shall be shredded and disposed of appropriately.
3. **COUNTY RESPONSIBILITIES.** County shall assist with the coordination of any public hearings necessary for the completion of this update. County will assist with coordinating and advertising public meetings. County will coordinate and facilitate the plan’s re-adoption. County and planning participants will support the DMA planning process requirements as previously described.

Jurisdictional Participation

Each jurisdiction seeking FEMA-approval of the plan will be required to participate in the LHMP Update process as set forth by DMA regulations and guidance. For this LHMP Update, the County is the primary participating jurisdiction. Participating jurisdictions will be required to comply with the following participation elements to receive FEMA plan approval:

- Provide representation on the HMPC, attend meetings, and participate in the planning process
- Assist in providing data and identifying the unique risks that affect their community and how the risk differs across the planning area
- Assist in providing input to the draft plan documents
- Identify, determine feasibility, and prioritize mitigation actions/projects for their community
- Update the existing mitigation strategy and identify new/proposed mitigation projects
- Distribute, review and comment on the draft plan(s)
- Coordinate the public outreach process, attend public meetings as necessary to solicit input from community stakeholders
- Formally adopt the 2018 Plan Update
- Manage the implementation of the resulting mitigation plan

EXHIBIT "B" – FISCAL PROVISIONS

1. **CONTRACTOR'S FINANCIAL RECORDS.** Contractor shall keep financial records for funds received hereunder, separate from any other funds administered by Contractor, and maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's Cost Principles.

2. **INVOICES.**

2.1 Contractor's invoices shall be submitted in arrears on a monthly basis, or such other time that is mutually agreed upon in writing, and shall be itemized and formatted to the satisfaction of the County.

2.2 County shall make payment within 20 business days of an undisputed invoice for the compensation stipulated herein for supplies delivered and accepted or services rendered and accepted, less potential deductions, if any, as herein provided. Payment on partial deliverables may be made whenever amounts due so warrant or when requested by the Contractor and approved by the Assistant Purchasing Agent.

3. **AUDIT REQUIREMENTS AND AUDIT EXCEPTIONS**

3.1 Contractor warrants that it shall comply with all audit requirements established by County and will provide a copy of Contractor's Annual Independent Audit Report, if applicable.

3.2 County may conduct periodic audits of Contractor's financial records, notifying Contractor no less than 48 hours prior to scheduled audit. Said notice shall include a detailed listing of the records required for review. Contractor shall allow County, or other appropriate entities designated by County, access to all financial records pertinent to this Agreement.

3.3 Contractor shall reimburse County for audit exceptions within 30 days of written demand or shall make other repayment arrangements subject to the approval of County.

4. **BUDGET.** The Contractor has included a detailed budget as referenced in this section below. Contractor shall be compensated only for expenses included in the approved budget. Modification to the budget must be approved in advance by the County. The Contractor has included a summary of cost assumptions to the development of this update:

Monies associated with labor and direct expense costs will be interchangeable as needed, between labor and direct costs and between project phases, to complete project requirements.

Four trips total are planned by the Foster Morrison planning team to accommodate the five HMPC planning and coordination meetings and two sets of public meetings.

This cost assumes one color copy of the plan to be provided to both Cal OES and FEMA for the formal submittal and one hard and electronic color copies of the final plan document to be provided to the client to support plan adoption and for final plan submittal. All other interim plan submittals to the client and HMPC will be done electronically.

In accordance with DMA guidelines, only existing best available data will be used during this planning process, no new source data will be created.

5. EXPENDITURE OF FUNDS.

5.1 Funds payable through this agreement shall not be used to purchase food or promotional merchandise or to attend conferences unless specifically approved in the budget.

5.2 County reserves the right to refuse payment to Contractor or disallow costs for any expenditure determined to be unreasonable, out of compliance, or inappropriate to the services provided hereunder.

Pricing

Foster Morrison will execute the proposed Work Plan for a firm fixed price of \$97,251 as detailed below in our cost proposal. Execution of the Work Plan within the proposed fee will meet Lake County's expectations to provide the County with a DMA compliant, CRS focused, FEMA-approved 2018 LHMP Update.

Foster Morrison's preferred contracting approach is a fixed price contract, but we will also consider a time and materials contract. Foster Morrison will invoice the County for services performed on a monthly basis.

Table 1, Lake County LHMP Cost Proposal Summary, provides a summary of our fees broken out by project phase and task and includes all labor and direct costs. Direct costs include all reimbursable expenses such as administrative costs, travel and materials. Assumptions used in development of project costs are also identified. **Error! Reference source not found.** provides detailed costs by task and also includes the hourly rate, number of anticipated hours, and total costs by proposed staff as well as a detail of proposed costs for travel and all other expenses.

Table 1 Lake County LHMP Update Cost Proposal Summary

Description (by Project Phase and Task)	Labor Costs	Direct Costs	Total Costs
Phase I Prerequisites and Planning Process			
Task 1: Organize Resources	\$5,640.00	\$1,401.00	\$7,041.00
Task 2: Public Involvement	\$3,880.00	\$0.00	\$3,880.00
Task 3: Coordinate with Other Agencies	\$5,280.00	\$0.00	\$5,280.00
Total Phase I	\$14,800.00	\$1,401.00	\$16,201.00
Phase II Risk Assessment (Develop the LHMP)			
Task 4: Risk Assessment: Hazard ID and Profiles	\$14,880.00	\$0.00	\$14,880.00
Task 5: Vulnerability Assessment	\$22,880.00	\$1,451.00	\$24,331.00
Capability Assessment	\$4,960.00	\$0.00	\$4,960.00
Total Phase II	\$42,720.00	\$1,451.00	\$44,171.00
Phase III Mitigation Strategy			
Task 6: Establish Goals	\$4,880.00	\$1,284.00	\$6,164.00
Task 7: Identify and Establish Mitigation Measures	\$7,040.00	\$359.00	\$7,399.00
Task 8 and 8a: Draft an Action Plan and Draft Plan	\$11,440.00	\$1,276.00	\$12,716.00

Total Phase III	\$23,360.00	\$2,919.00	\$26,279.00
Phase IV Plan Maintenance Process			
Task 9: Final Plan Submittal and Adoption	\$8,160.00	\$0.00	\$8,160.00
Task 10: Develop Procedures to Implement, Monitor, and Update the Plan	\$2,240.00	\$200.00	\$2,440.00
Total Phase IV	\$10,400.00	\$200.00	\$10,600.00
LHMP Update: Total Estimated Costs	\$91,280.00	\$5,971.00	\$97,251.00

EXHIBIT “C” – TIMELINE

Project Schedule

Foster Morrison understands that an expedited plan development process is important to Lake County. Foster Morrison can initiate this project immediately with an executed agreement with the County. With a project start by May 17, 2017 and timely participation by Lake County, Foster Morrison is prepared to conduct all plan development activities in accordance with the schedule outlined in the RFP resulting in a plan submittal to Cal OES/FEMA in the first part of February 2018.

A proposed schedule for all tasks and deliverables is included in the table on the following page. Upon contract award, identified timeframes and overall schedule can be modified to refine key deliverables and meetings to better reflect the needs of Lake County.

EXHIBIT "C" – TIMELINE

Table 1 Lake County LHMP Update Schedule. Rev1

Phase/Task	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb
Phase I: Prerequisites and Development Process										
Task 1: Organize Resources (HMPC Committee #1 and Public Mtg. #1)										
Task 2: Public Involvement										
Task 3: Coordinate with Other Agencies										
Phase II: Risk Assessment (Develop the LHMP)										
Task 4: Risk Assessment: Hazard Identification and Profiles										
Task 5: Vulnerability Assessment (HMPC #2)										
Capability Assessment										
Phase III: Mitigation Strategy										
Task 6: Establish Goals (HMPC #3)										
Task 7: Review Possible Activities (HMPC #4)										
Task 8: Draft an Action Plan: Mitigation Implementation Strategy										
Task 8a: Draft Plan (HMPC #5 and Public Mtg. #2)										
Phase IV: Plan Maintenance Process										
Task 9: Final Plan Submittal and Adoption										
Plan Submittal to Cal OES/FEMA										
Task 10: Develop Procedures to Implement, Monitor, and Update the Plan										

EXHIBIT “D” RFP REFERENCE

Work Plan

The scope of this Lake County LHMP Update includes conducting the general research, developing the updated risk assessment, facilitating the planning process, formulating and facilitating the mitigation strategy and providing all deliverables necessary to comply with state and federal mitigation planning regulations and guidance resulting in a DMA, FMA, and CRS compliant and FEMA-approved LHMP Update. This will involve conducting a comprehensive review and update of each section of the 2012 plan to reflect new data, planning processes, participating jurisdictions, and resulting mitigation strategies. A focus will be placed on evaluating implementation successes since the last plan and how the 2012 plan was incorporated into other community planning programs and mechanisms.

The existing 2012 Lake County Multi-Hazard Mitigation Plan will be compared and contrasted with the County’s General Plan Hazards Appendix and Emergency Operations Plan. Any identified discrepancies will be assessed and Foster Morrison will work with the plan custodians for the affected plans to address any issues as appropriate in this LHMP Update. This will include the identification and inclusion of all hazards of concern for this LHMP Update.

The details of the planning process and how Lake County will meet the goals of the project in developing a FEMA-approved Plan Update are outlined further below in this Scope of Services. Where CRS credits for Activity 510 align with each scope item, the details will be noted as they apply to the County for maximizing CRS credits for this planning effort.

Project Management and Administration

Lake County Sheriff’s Office of Emergency Services (OES) will be the lead agency for this project. Foster Morrison will provide the project management, project administration, and fiscal management for this LHMP Update. This will include coordination meetings, communications, and monthly progress reports pertaining to the work, budget, and schedule. Regular communication and close coordination with Lake County OES will be paramount to the successful and timely completion of this 2018 Plan Update as outlined in the Work Plan that follows.

Phase I: Prerequisites and Planning Process

Task 1: (CRS Step 1) Organize Resources

Following a Notice to Proceed (NTP) and as part of organizing resources and pre-planning for this project, Lake County and Foster Morrison will hold a conference call to review the project scope and schedule; discuss planning team participation and coordination; identify initial data sources and contacts, start initial data collection efforts; and plan the project kickoff meeting.

Task 1, Organize Resources, includes obtaining communities’ commitment to the 2018 Plan Update; formulating the Hazard Mitigation Planning Committee (HMPC), and establishing HMPC and jurisdictional participation requirements; coordinating with other agencies, integration with other planning efforts, and planning for public involvement.

Hazard Mitigation Planning Committee (HMPC)

A coordinated, engaged HMPC comprised of key community stakeholders is critical to a successful mitigation planning process and LHMP Update. The HMPC created for the existing Lake County LHMP (as recently updated by the County) will be used to form the basis of the Committee. New department representatives from the County, incorporated communities, special districts, and other agencies and public and private stakeholders with an interest in hazards planning in the Lake County planning area will

be invited to participate in the LHMP Update process through membership on the HMPC. In addition to jurisdictional participants, committee members may include residents, community leaders, business owners, and other public or private entities to provide for a representative cross-section of the community. Members of the County's Disaster Council and County Board of Supervisors will also be invited to participate. Foster Morrison will facilitate the work of this committee with leadership and support provided by County OES.

Jurisdictional Participation

Each jurisdiction seeking FEMA-approval of the plan will be required to participate in the LHMP Update process as set forth by DMA regulations and guidance. For this LHMP Update, the County is the primary participating jurisdiction. Participating jurisdictions will be required to comply with the following participation elements to receive FEMA plan approval:

- Provide representation on the HMPC, attend meetings, and participate in the planning process
- Assist in providing data and identifying the unique risks that affect their community and how the risk differs across the planning area
- Assist in providing input to the draft plan documents
- Identify, determine feasibility, and prioritize mitigation actions/projects for their community
- Update the existing mitigation strategy and identify new/proposed mitigation projects
- Distribute, review and comment on the draft plan(s)
- Coordinate the public outreach process, attend public meetings as necessary to solicit input from community stakeholders
- Formally adopt the 2018 Plan Update
- Manage the implementation of the resulting mitigation plan

All other jurisdictions and public and private stakeholders will be asked to support the planning process through representation on the HMPC; providing data and input for the updated risk assessment and mitigation strategy; and reviewing plan drafts prior to finalization and submittal to Cal OES and FEMA.

Kickoff Meeting

At the beginning of the process, a kickoff meeting of the HMPC will be held to present information on the hazard mitigation planning regulations and guidance, participation requirements, and project scope and schedule. This meeting will include a review and update of the hazards identified from the 2012 plan. Mitigation successes since the last plan will also be discussed in addition to discussing possible new mitigation ideas for the update. Agency coordination and an initial strategy for Public Information and Outreach will also be discussed during this kickoff meeting.

CRS Approach (Optional)

CRS, Step 1, Organize to prepare the plan is worth **15 credit points**. Foster Morrison will work with the County to ensure proper representation on the HMPC. For CRS communities, the office responsible for the community's land use and comprehensive planning must be actively involved in the planning process. In addition, the staff of CRS community departments on the HMPC must have expertise on activities that will be reviewed during mitigation strategy development and include: Preventative Measures, Property Protection, Natural Resource Protection, Emergency Services, Structural Flood Control Projects, and Public Information. Each CRS community must have at least two representatives on the planning committee.

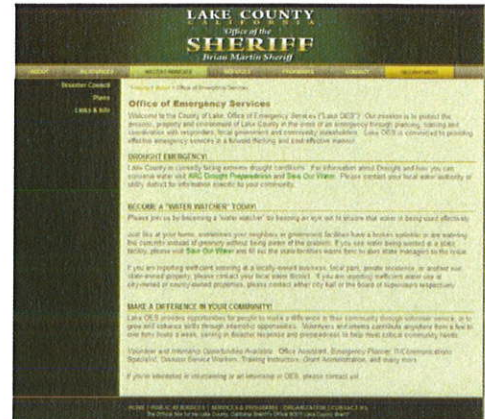
Foster Morrison will develop a resolution that establishes the makeup of the HMPC and officially creates the planning process. The resolution to be executed by the governing board of Lake County as the CRS community will be developed after the initial kick-off meeting once initial interest and participation on the HMPC has been determined.

Deliverables

- ✓ Initial project conference call
- ✓ Recommendations for formation of HMPC
- ✓ Draft of written invitations to plan participants, HMPC members and other public and community stakeholders
- ✓ Development of a resolution to be executed by the Lake County Board of Supervisors
- ✓ Project kickoff meeting (HMPC Meeting #1) and facilitation of public meeting #1

Task 2: (CRS Step 2) Public Involvement

Foster Morrison will work together with Lake County and the HMPC to define a public information outreach strategy to ensure an effective public involvement process. Public involvement and outreach efforts will be designed to educate the public on identified risks and vulnerability to hazards and the hazard mitigation planning process in the Lake County planning area. The public outreach process will focus on soliciting input from the public to better inform the LHMP Update throughout the planning process and prior to submittal to Cal OES/FEMA.



Public outreach activities will: leverage existing community outreach mechanisms where available and may include inviting public stakeholders to serve on the Steering Committee; as well as publicize the activities of the HMPC through the County's website, press releases to local media outlets, development of a survey for inclusion on the County website, presentations and outreach on the hazard mitigation planning process combined with other community meetings, and public meetings, and other outreach efforts to local public stakeholders.

In addition to the public outreach activities described above, two public meetings will be held for this LHMP Update. An early public meeting will be held at the beginning of the planning process to obtain input on the hazard issues and possible solutions. Another public meeting will also be held at the end of the planning process on the draft plan prior to submittal to Cal OES/FEMA for review and approval.

CRS Approach (Optional)

CRS Step 2 is worth **120 credit points**. Foster Morrison will work with the County to create a planning committee with 50% representation comprised of public or other stakeholders that are not part of the local governments. For CRS, "public" means individuals that are not attached to local government and do not have local regulatory authority and may include: residents, businesses, property owners and tenants in the floodplain, and other known hazard areas as well as other stakeholders in the community such as developers and contractors, civic groups, environmental organizations, academia, non-profit organizations, major employers and staff from other governmental agencies such as a housing authority, Natural Resource Conservation Service, or National Weather Service. Depending on interest, this credited planning committee may either be the HMPC or a steering committee to the HMPC as necessary to maximize CRS credits.

Two sets of public meetings are required for CRS. Early public meeting(s) must be held at the beginning of the planning process to obtain input on the natural hazards problems and possible solutions. The early public meeting must be separate from the HMPC, and should be held in affected areas apart from local government facilities. The meeting must be properly advertised in the local newspaper in either a news article or in a paid advertisement. It cannot be a legal advertisement.

Another public meeting (s) is also required to be held at the end of the planning process, at least two weeks before the plan is adopted. Similar to the early public meeting, this final meeting will be held apart from the HMPC meeting, at a non-governmental location, and properly advertised.

CRS credits are also available for each public information activity beyond the public meetings. Potential public information activities can include: 1) creating information on County website on the LHMP Update; 2) creating a survey or questionnaire to put on the website and make available through public meetings; 3) speaking to specific groups, such as civic groups, homeowner associations, etc., on the LHMP Update; 4) creating an information booth at a festival or local retailer providing a copy of the in-process plan, survey, or other plan update information; or 5) publishing a local newspaper article on the plan update process and how the public can get involved.

This effort will consider, align, and build upon any Program for Public Information (PPI) activities that may be underway at the County in developing the public information strategies for this plan update. Foster Morrison will work with Lake County to combine the public outreach activities for this plan to leverage any existing PPI activities for the County.

Deliverables

- ✓ Public Information Outreach Strategy
- ✓ Drafts of website, press releases, newsletters, survey etc.
- ✓ Coordination with County PPI program, if applicable
- ✓ Development of additional materials and coordination for other public/community outreach activities
- ✓ Public meetings (2 public meetings held during the same time frame as HMPC meetings #1 and #5)

Task 3: (CRS Step 3) Coordinate with Other Agencies

DMA regulations require that the mitigation planning process include other organizations, agencies, and key stakeholders. Representatives from local, state, and federal agencies and organizations with significant interests in the community, hazards, and/or mitigation will be invited to join the HMPC as described above in Task 1, Organize Resources.

Data Collection and Review

Foster Morrison staff will work closely with Lake County and the HMPC to identify key resources and data to support the LHMP Update. In accordance with DMA standards, the LHMP Update will utilize best available data as pertaining to identified hazards of concerns, risks, vulnerabilities, community assets and critical facilities, and existing community mitigation capabilities. The most current GIS datasets and assessor data will also be collected to support the risk analysis for the updated risk assessment.

Integration with Other Planning Efforts

Also integral to the DMA planning process is the coordination and integration with other community planning mechanisms as well as with other data and information from stakeholders and agencies. Foster Morrison will work with the County and HMPC to identify and review existing plans, programs, and policies from general plans, emergency operations plans, emergency management plans, community wildfire protection plans, floodplain management plans, watershed plans, stormwater master plans, capital improvement program planning and budgeting, and any other relevant documents. These plans will be evaluated for effectiveness and integrated into this LHMP Update as appropriate. In addition, past and ongoing integration efforts of the County's 2012 Hazard Mitigation Plan into other community planning efforts will be identified and described in this Update. Also as part of this task, Foster Morrison will work to ensure that the LHMP Update is aligned with the goals, objectives, and priorities of the 2013 State of California Hazard Mitigation Plan.

CRS Approach (Optional)

CRS Step 3 is worth **35 credit points**. To maximize CRS credits under this planning step, the planning process must include a review of existing studies, reports and technical information, and other pertinent information to the plan to determine if any other community programs may affect or be affected by the LHMP Update and how other agency information can be incorporated into the LHMP Update.

Coordinating with agencies and organizations outside the community's government structure is also required under CRS Step 3. For credits under this activity, "coordinate" means: 1) contact the agency or organization and keep a record of the contact; 2) ask for data or information related to the hazards; 3) ask if the agency or organization is doing anything that might affect flooding or properties in floodprone areas; and 4) offer the agency organization an opportunity to be involved in the 2018 Plan Update process, such as joining the HMPC, providing data, attending meetings, and reviewing and commenting on draft plans.

Deliverables

- ✓ Identification, coordination with other agencies, organizations and stakeholders
- ✓ Identification, collection and review of relevant data
- ✓ Coordination and integration with existing planning mechanisms
- ✓ CRS agency coordination documentation
- ✓ Assessment and documentation of past integration efforts of the County's existing Hazard Mitigation Plan

Phase II: Risk Assessment

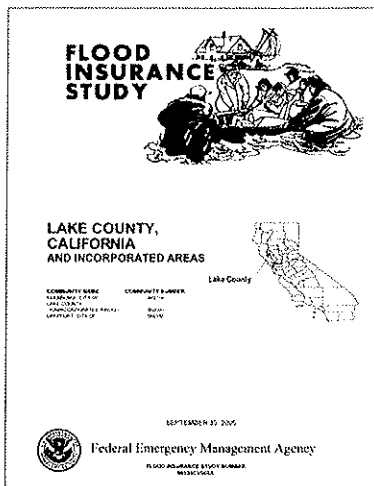
Foster Morrison will work with the County and HMPC to update the existing hazard risk assessment. This multi-hazard risk assessment update will include existing and new hazards identified by the HMPC and will use best available data to evaluate the risk and vulnerability from identified hazards that may affect or have historically affected the Lake County planning area. Where hazards and risks vary across the planning area, the differences will be noted. As part of the updated risk assessment, an evaluation of climate change and its effects on identified hazards will be included. The updated risk assessment will assist the County in understanding and quantifying its risks and vulnerability to identified hazards and will form the basis of the updated mitigation strategy. As prescribed by DMA and Cal OES requirements, the risk assessment includes three primary components: 1) hazard identification and profiles, 2) vulnerability assessment, and 3) capability assessment.

Task 4: Assess the Hazard – Hazard Identification and Profiles

The first step in assessing the hazard is to identify and profile hazards as they affect the Lake County planning area. Foster Morrison will work with Lake County and the HMPC to revisit the current list of hazards to determine if any new hazards should be included in the LHMP Update or likewise, whether any existing hazards should drop out. Factors such as frequency and magnitude of past hazard occurrences, the likelihood of future occurrences, and the potential for devastating losses from a given hazard event will be considered when updating the hazard list. This will include an evaluation of the hazard history and potential for both the County and region to be affected by various hazards, starting with the hazards identified in the current 2012 Lake County Hazard Mitigation Plan, as well as in existing plans, studies, and data available from local, state, and federal sources, such as the Lake County General Plan Hazards Appendix and the County Emergency Operations Plan. The 2013 State of California Hazard Mitigation Plan or 2016 HMP Update will also be reviewed for their current list of hazards.

Hazards of concern to be evaluated for inclusion in this LHMP Update include: Biological, Chemical, Civil Unrest, Winter Storm, Dam/Levee Break, Drought, Earthquake, Fire, Flood, Volcanic Activity, Hydrogen Sulphide Release, Quagga Mussel Infestation, Human Caused (Transportation), Land

Subsidence, Mud/Landslide, Terrorism, and Cyanobacteria Algae Bloom. Working closely with the County and HMPC, the end result will be an updated list of hazards of concern to the planning area.



Based on Foster Morrison's recent experience in California communities, it is anticipated that some of the existing Lake County hazards will be modified and enhanced and others added. The flood hazard will be addressed comprehensively and will utilize updated FEMA and other maps and data of flood hazard areas. The flood hazard will include both FEMA floodplains and localized flooding areas. This is especially important given the recent 2017 federal disaster declaration for the County. The drought hazard will be expanded upon and will include the water supply aspects of drought unique to the region. With Governor Brown's 2014 Emergency Declaration for drought, updating this hazard profile will be critical in developing mitigation strategies for the County for the next drought. Likewise, compounded by drought conditions and a constant concern in the Lake County planning area, the wildfire hazard will be reevaluated

and enhanced to reflect current conditions and to develop comprehensive, sustainable mitigation measures to reduce losses from this highest priority hazard. Close coordination with the Lake County Fire Protection District, Lake County Fire Safe Council, CAL FIRE, and other groups will be a priority. In addition, as previously mentioned, climate change issues will be considered and addressed to the extent they affect or exacerbate identified hazards. Other enhancements to the hazard list and analysis will be addressed as necessary with input from the County, the HMPC, and other stakeholders to this plan. This plan will coordinate with other existing and ongoing planning efforts, programs, and information in updating the risk assessment.

Once an updated hazard list has been determined, recent hazard events that occurred since the last plan will be added and an updated or new profile for each hazard will be developed. This profile will include: a description of the hazard and its location and extent; severity and magnitude of the hazard; potential impacts; previous occurrences; and hazard frequency, duration, speed of onset, and recurrence interval (probability of future events). The hazards will be delineated, mapped, and analyzed using GIS (as described further below) and/or other data and methodologies, as warranted, to identify and analyze areas within the County that are at risk and vulnerable to identified hazards.

Utilizing the updated hazard identification and profiles, an initial prioritization of hazards will be conducted for each participating jurisdiction to rank the relative importance of each hazard for further consideration in the LHMP Update process.

CRS Approach (Optional)

CRS Step 4 is worth **35 credit points** and requires that the flood hazard assessment address all flood conditions shown on the FIRM, flooding areas located outside of the FIRM, and repetitive loss flood areas. Foster Morrison will work with the County to identify all areas of past and potential flooding in accordance with this CRS requirement and document them in the plan based on best available data. Data sources to support this effort will include: County, state and federal maps and studies; FEMA FIRMs/DFIRMS; and identified repetitive loss properties and areas, based on FEMA, ISO, and County data. This step will also include an assessment of less frequent flood hazards such as levees and other special flood related hazards. Maps and other available information of these hazard areas will be documented in the LHMP Update. The flood hazard analysis will include the identification of areas likely to flood and flood problems likely to get worse. This will include an assessment of floodplain and watershed development considerations as well as a discussion related to the potential effects of climate change on the flood hazard in the Lake County planning area. Foster Morrison will work with the County

and other agencies to identify these issues as part of the hazard profiles and provide the documentation for inclusion in the plan. Also as credited under this planning step, other identified hazards will be profiled and analyzed for inclusion in the updated risk assessment for the 2018 Plan Update.

Deliverables

- ✓ Updated list of hazards
- ✓ Updated hazard identification and profiles section of the plan
- ✓ Evaluation of the flood hazard (and other identified hazards) to support CRS credits for documentation of the flood hazard for all potential flood areas/issues
- ✓ Initial prioritization of identified hazards

Task 5: (CRS Step 5): Assess the Problem: Vulnerability Assessment

The next step of the risk assessment phase is to conduct a vulnerability assessment to determine the vulnerability of participating jurisdictions and the planning area to identified hazards.

The Foster Morrison team will evaluate available data and resources to determine the best approach and methodologies for analyzing community vulnerability to identified hazards of concern. Selected methodologies will include utilizing various loss estimation tools such as GIS mapping and analysis and Hazus runs to assist in quantifying and portraying the risk from identified hazards to support mitigation strategy development and future community planning decisions. The vulnerability assessment will assist in determining the relative significance of hazards including comparisons of potential losses for specific hazards and locations. This type of comparative analysis will assist Lake County and participating jurisdictions in identifying and structuring viable mitigation projects and in prioritizing those projects for funding and implementation.

Asset Identification

The vulnerability assessment is designed to evaluate and quantify, where possible, potential hazard-related losses to a planning area. Critical to this analysis is conducting an inventory of key community assets. Federal, state, local and community GIS resources; Lake County assessor's data; and other best available data will be used to develop a comprehensive inventory of assets specific to each jurisdiction and located in identified hazard areas which will be displayed in area maps and tables as data permits. New National Flood Hazard Layer maps for the Lake County planning area dated 11/4/2016 and other state level mapping such as California Department of Water Resources (DWR) Best Available Maps will be used for this analysis. Data, maps, and analyses included in the 2009 CWPP and will also be utilized for this effort. It is important to note the goal of using best available existing data where feasible and to supplement as appropriate and necessary. Foster Morrison will work with the County and HMPC to identify existing County data and analyses. To the extent supported by available data, the following elements will be addressed for Lake County:

- Number, types, occupancy, and values of existing parcels and buildings in the Lake County planning area and in mapped hazard areas, based on GIS and County Assessor data
- Identification of populations at risk
- All repetitive flood loss and severe repetitive flood loss properties
- Critical facilities, infrastructure, and services at risk
- Public buildings
- Special population centers
- Evacuation routes
- Estimate of average annual losses, per hazard
- Economic impact of potential losses
- Natural, cultural, and historic resources at risk, including natural and beneficial functions

- Land use, proposed structures, and development trends/constraints in for the planning area and in identified hazard areas
- Development occurring since the last plan in identified hazard areas

Estimate Potential Losses

Once the hazards and assets have been identified, profiled and located, Foster Morrison will utilize established loss modeling techniques to estimate potential losses for potential hazard events. Depending on the specific hazard, and type and availability of data, a variety of loss estimation tools and analysis will be conducted and included in the LHMP Update. For common hazards, such as flood and wildfire, Foster Morrison can make use of methods from past work, from GIS overlays of hazard and parcel/assessor data, and from FEMA publications and models, specifically Hazus and other recognized methodologies. For hazards with insufficient data or tools for identifying vulnerable assets and estimating losses, other methods will be used to identify those geographical areas and assets most at risk. As data permits, maps and tables will be developed highlighting and detailing the most at-risk locations for the planning area by hazard, with the intent to show how risk varies across the planning area.

Analyze Development Trends

DMA planning requires an analysis of the existing built environment and future development relative to potential hazard impacts. Understanding the current land use, zoning, and future development plans and trends within a community is a key component of the risk assessment and will provide valuable information for determining viable mitigation strategies for this LHMP Update. Evaluating past hazard areas and impacts against existing and trending land use patterns provides an assessment of the vulnerability of certain areas and land uses to given hazard events. The results of this assessment provides a community with critical information for developing a sound, forward-thinking mitigation strategy as well as determining where and how to grow in the future.

Hazard Prioritization

Following completion of the risk assessment, Foster Morrison will work with the County and HMPC to prioritize hazards of significance. This final prioritization process is an important element in plan development as it allows the County to focus resources on significant hazards to the community, resulting in a more focused, achievable mitigation strategy for the plan.

The results of the updated risk assessment will be presented at HMPC Meeting #2.

CRS Approach (Optional)

CRS Step 5 is worth **52 credit points**. As part of the vulnerability assessment, Foster Morrison provide a summary of each hazard identified in the hazard assessment and the impact to the community. This will include information on life safety and public health considerations to floodwaters/mold and the need for flood warning and evacuation of both residents and visitors. The natural and beneficial function of floodplains will also be discussed. Utilizing County GIS, an inventory and mapping of critical facilities and any related flood policies and procedures for protecting or removing existing critical facilities from the floodplain will be researched and documented for inclusion in the LHMP Update. To the extent data is available, Foster Morrison will also ensure other CRS components of the vulnerability assessment are addressed in this LHMP Update, including a discussion of the community's economy and tax base; the number and types of all buildings, by jurisdiction, their floodplain designation and a summary of flood insurance/claims for the existing built environment. The flood section for the LHMP Update will also include an assessment of the impacts of future flooding conditions on people, property and floodplain functions as a result of multiple factors such as development, redevelopment, and population trends, and other issues such as climate change affects. Foster Morrison will identify these impacts through the hazard vulnerability assessment and will include recommendations in the plan document. We will also provide similar coverage for all identified hazards of concern, as appropriate.

Deliverables

- ✓ Updated risk assessment section of the plan, including capability assessment, hazard identification and profiles, and vulnerability assessment
- ✓ GIS and Hazus analysis (as data permits)
- ✓ Maps and tables of hazard areas, community assets, loss estimates and vulnerability analysis
- ✓ CRS focused analysis, data, maps, write-ups and discussions
- ✓ Presentation of risk assessment data at HMPC Meeting #2

Capability Assessment

The capability assessment is an important step of the risk assessment. Foster Morrison will conduct a capability assessment to identify existing technical, financial, human resource, and other mitigation capabilities of the Lake County planning area. By collecting information about existing programs, policies, plans, and regulations as they relate to hazard mitigation, Lake County and the HMPC can assess those activities and measures already in place that mitigate risk and vulnerability to identified hazards. Understanding what mitigation measures are already in place and how well they are working will better inform the community on designing additional and more effective mitigation strategies for this LHMP Update.

Examples of capabilities to be inventoried for this LHMP update include:

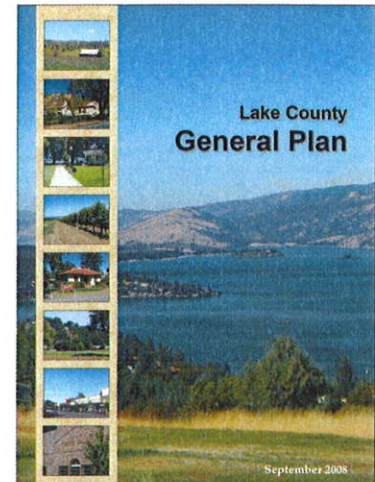
- General plans and other applicable planning documents and studies
- Local land use, zoning, and building codes and regulations
- Floodplain management ordinances
- CWPPs and “Firewise” mitigation activities
- Emergency operations and response plans, hazard-specific annexes, and mutual aid agreements
- Number and types of flood insurance policies
- Stormwater management plans and regulations
- Past mitigation projects and activities conducted throughout the planning area

Understanding the benefits realized from existing mitigation capabilities, including any recent or ongoing mitigation projects implemented, will assist in identifying the current risk and vulnerabilities to identified hazards as well as informing the updated mitigation strategy. Foster Morrison will evaluate and document recent and ongoing mitigation projects implemented since the 2012 Plan. These would include a variety of mitigation projects being done under the 2009 CWPP and through other fire plans and groups, including projects completed by the Fire Safe Council of Lake County; and projects being implemented through other planning mechanisms.

Phase III: Develop Mitigation Strategy (Mitigation Plan)

The mitigation strategy is ultimately the most important part of the plan. While the risk assessment defines the risks and vulnerability of a planning area, the mitigation strategy contains the mitigation action items and projects that will be implemented over the five-year life of this LHMP Update to reduce hazard-related losses, make the community more disaster resistant, and to better recover when disasters do occur.

During the mitigation strategy development phase of this LHMP Update, Foster Morrison will develop a complete plan draft that will: document the mitigation planning process; document the results of the



updated risk assessment; detail plan goals and objectives; and identify and prioritize mitigation actions designed to minimize the effects of hazards on the Lake County planning area.

Task 6 (CRS Step 6): Establish Goals

Using the results of the updated risk assessment, the HMPC will revisit and update the goals and objectives from the existing plan. The updated goals and objectives will reflect the communities' long term vision to reduce the risk to people and property within the County and will focus on enhancing overall mitigation capabilities.

Foster Morrison will work with the County and HMPC to update plan goals and objectives. As a starting point, goals and objectives from the existing Lake County Hazard Mitigation Plan will be reviewed and analyzed for applicability and effectiveness. Goals and objectives from other County plans and policies (e.g., updated General Plan, CWPP, watershed/stormwater plans), as well as state plans and policies (such as the 2013 California Hazard Mitigation Plan), will be compiled and analyzed to ensure consistency with existing programs and the updated goals and objectives for this 2018 Plan Update. Plan goals and objectives will be reviewed and updated during HMPC Meeting #3.

CRS Approach (Optional)

CRS Step 6 is worth **2 credit points**. Foster Morrison staff will be responsible for developing plan goals for the updated hazard mitigation plan in conjunction with the HMPC established for this planning process in accordance with CRS requirements.

Deliverables

- ✓ Facilitation of goals and objectives update at HMPC Meeting #3 (held in conjunction with HMPC Meeting #4)
- ✓ Review and identification of plan goals and objectives from other community plans and programs
- ✓ Finalized list of updated plan goals and objectives

Task 7 (CRS Step 7): Review Possible Activities

Once plan goals and objectives have been updated for the Lake County planning area, Foster Morrison will work with Lake County and the HMPC to identify, analyze, and prioritize updated mitigation actions and projects.

Utilizing the updated risk assessment and considering other ongoing community mitigation programs policies and plans, the existing mitigation actions in the plan will be evaluated for progress and to determine if they are still valid for inclusion in the LHMP Update or need to be eliminated or modified. As well, new actions will be developed with input from the HMPC and as identified from other community plans. The review and update of mitigation actions and projects will occur at HMPC Meeting #4, where the HMPC will identify a comprehensive range of potential mitigation actions for each priority hazard designed to reduce hazard impacts and disaster losses and to meet the updated plan goals and objectives. Identified mitigation projects will address the effects of hazards on future development and new structures as well as on existing buildings and infrastructure. Considerations such as project scope and cost will be used to determine which mitigation alternatives may best meet identified mitigation goals and objectives. In developing mitigation alternatives, this plan will adhere to the model of mitigation activities promoted by DMA, FMA, and CRS, which classifies mitigation measures into the following six categories:

- Prevention
- Property Protection
- Emergency Services

- Structural Projects
- Natural Resource Protection
- Public Information Programs

CRS Approach (Optional)

CRS Step 7 is worth **35 credit points**. CRS emphasizes providing a comprehensive review of mitigation alternatives according to the six major categories listed above and including a discussion why certain actions are appropriate for implementation while others are not. Specific attention will be given to a review of preventative activities with an evaluation of various land use, floodplain management and building code regulations and ordinances. It is important to review these existing measures and provide a discussion and documentation of how the tools can reduce future flood losses, the current standards in the community's plans and regulations, and whether the community should adopt such plans or regulations and the goals identified for this 2018 Plan Update. Foster Morrison will work with the County and HMPC to conduct this review of floodplain management regulatory standards and whether they are sufficient for current and future flood conditions.

Deliverables

- ✓ Facilitation and identification of mitigation action alternatives for all hazards, CRS categories, and all participating jurisdictions
- ✓ Identification, review and analysis of existing floodplain management regulatory standards and practices for the County and other CRS communities
- ✓ Mitigation Action identification/prioritization at HMPC Meeting #4

Task 8 (CRS Step 8): Draft an Action Plan: Mitigation Implementation

Strategy

Upon finalization of goals and objectives and mitigation actions and projects, the HMPC will develop priority actions for inclusion in the Mitigation Action Strategy portion of the plan. A comprehensive, prioritized mitigation strategy is paramount in focusing community resources to reduce the vulnerability to the destructive consequences of hazards within the County and to promote efficient recovery and reconstruction when disasters do occur.

This process will involve using a set of criteria, a “scoring” system, for prioritizing potential mitigation actions and projects to ensure that they: are reasonable and achievable; reflect the priorities of Lake County; and are based on the updated risk assessment. Fundamental to the prioritization process for mitigation measures are key factors such as life, property, health, and safety protection, as well as qualitative cost benefit considerations and the availability of FEMA or other funding sources for any given project. The STAPLEE approach promoted by FEMA will be used as a framework for developing additional prioritization criteria. The STAPLEE approach analyzes the social, technical, addministrative, political, legal, economic, and environmental feasibility of proposed mitigation actions.

Foster Morrison, will work with the County, HMPC, and other interested stakeholders to develop an implementation strategy for each identified mitigation project that will provide information on project implementation, including a description of the project details, risk reduction goals, alternative actions considered, benefit-cost considerations, possible funding sources, project schedule, and responsible agency. The end result will be a mitigation action strategy of prioritized projects for the Lake County planning area.

CRS Approach (Optional)

CRS Step 8 is worth **60 credit points**. Based on the prioritization process for the mitigation action strategy, the Mitigation Action Plan will include and document an action item for each goal developed

under Step 6. In order to maximize credits under this element, Foster Morrison will work with the County and HMPC to develop mitigation action items from at least five of the six CRS categories. Post-disaster mitigation policies and procedures will also be identified and discussed for inclusion in the mitigation strategy. To ensure a comprehensive mitigation strategy, mitigation action items will be developed for all priority hazards.

Deliverables

- ✓ Finalization of prioritized mitigation strategy addressing all mitigation categories
- ✓ Development of implementation strategy/evaluation of funding sources/compilation of Mitigation Action Worksheets completed by participating jurisdictions and the HMPC
- ✓ Documentation of mitigation strategies for post-disaster mitigation policies and procedures
- ✓ Draft of mitigation action strategy portion of the plan

Task 8a: Draft Plan

Using state and federal guidance to ensure that all DMA, FMA, and CRS requirements are being met, a complete first draft of the LHMP Update will be prepared. This will include a comprehensive review and update of all sections of the 2012 Lake County Multi-Hazard Mitigation Plan. Documentation of how each section of the plan was reviewed and updated and any new data and methodologies utilized for this LHMP Update will be included in the updated planning process and risk assessment. Mitigation successes and the status of past mitigation actions from the existing plan will also be documented and highlighted to show the County's commitment to mitigation.

Document the Mitigation Planning Process

The plan development process will be thoroughly documented, including: the evaluation of risks and vulnerability of natural hazards to the Lake County planning area; and the process used to identify, analyze, and prioritize the mitigation strategy. A separate planning process chapter will be updated to document the plan development process, which will include establishing a record of participating entities and meetings as well as documenting data and resources utilized in preparation of the plan. This chapter will also detail coordination with other agencies and integration with other planning mechanisms as well as the process that will be used to implement and maintain the LHMP Update. A detailed description of the public information strategies implemented for this LHMP Update will be included and thoroughly documented. The planning process update will also include a narrative description of how each section of the existing plan was reviewed and updated. A separate planning process appendix will also be developed to provide supporting documentation to the process to meet all planning process documentation requirements.

Plan Review and Finalization Process

A complete first draft of the LHMP Update will be provided to the County and HMPC for review and comment. This will also include review by the County's Disaster Council and Board of Supervisors to provide direction and to make resources available to carry out recommended activities. The County/HMPC's comments will be incorporated into a second public review draft and distributed to the stakeholders and the public for review and comment via the County website. A public meeting/hearing will be held to solicit comments on the draft plan prior to submittal to Cal OES/FEMA as described in Task 2 of this Scope. A final HMPC meeting, HMPC Meeting #5, will be held to discuss any public comments and final input into the plan document. HMPC Meeting #5 and Public Meeting #2 will be held during the same timeframe.

Deliverables

- ✓ Development and documentation of the mitigation planning process
- ✓ Development of a planning process appendix to meet DMA and CRS documentation requirements

- ✓ Development of the base plan with appendices and annexes for all participating jurisdictions
- ✓ First draft of the 2018 Plan Update for review by HMPC members
- ✓ Second public review draft of the 2018 Plan Update for public review
- ✓ Facilitation of HMPC Meeting #5 and Public Meeting #2 on the public review draft plan

Phase IV: Plan Maintenance Process

Task 9 (CRS Step 9): Final Plan Submittal and Adoption

Based on feedback from the public meetings and final input during HMPC Meeting #5, a final draft in digital and hard copy will be developed for submittal to Cal OES and FEMA for preliminary review and approval. Based on this review, requested changes to the plan will be made and a master electronic and hard copy of the plan will be developed to assist with community adoptions. Foster Morrison will work with Cal OES and FEMA to ensure that the LHMP Update receives approval from Cal OES and FEMA for formal adoption by participating jurisdictions.

Finished Product

Upon adoption by participating jurisdictions, the County/HMPC will submit the adoption documentation to Cal OES/FEMA with a formal submittal letter to FEMA requesting final plan approval. Once final approval is received, a copy of the approval letter will be incorporated into the final plan documents along with adoption resolutions and a final digital master of the LHMP Update will be provided to the County.

CRS Approach (Optional)

CRS Step 9 is worth **2 credit points**. As part of the CRS requirements for this Step, the FEMA-approved plan will be adopted by the governing board of each participating CRS community and documentation included in the final plan deliverable. Foster Morrison will also work with ISO to assist with review and scoring of the LHMP Update as necessary.

Deliverables

- ✓ Third draft for Cal OES and FEMA submission
- ✓ Preparation of Cal OES/FEMA plan review tool
- ✓ Preparation of ISO CRS crosswalk
- ✓ Final draft of the plan for formal adoption
- ✓ Adoption documentation
- ✓ Final Plan delivery to Lake County

Task 10: Develop Procedures to Implement, Monitor, and Update the Plan

Foster Morrison will work with the County to determine an updated method and schedule for monitoring and evaluating the Lake County LHMP Update. The plan maintenance requirements will address DMA requirements for annual reviews and the formal five-year update and will include:

- A method and schedule of monitoring and evaluating the plan, which includes criteria used, responsible office, and process for formal five-year update
- A process by which the plan will be incorporated into other existing planning mechanisms and requirements
- A schedule with procedures for ensuring the plan's implementation and update within five years
- A discussion of how the County and HMPC will continue to involve the public in the plan maintenance and update process

CRS Approach (Optional)

CRS Step 10 is worth **26 credit points**. Once the plan has been approved by FEMA and adopted by the County and any other participating jurisdictions, it is now up to the communities to implement the LHMP Update. Foster Morrison will develop and include in the plan implementation and maintenance section of the update, procedures for monitoring and making plan revisions as necessary. Foster Morrison will work with County and HMPC to ensure understanding of those evaluation criteria, schedules, and processes necessary for maximizing credits under this Step. It will be important to ensure that the HMPC or documented successor committee is responsible for this Step. Other procedures such as continued incorporation into existing planning mechanisms and continued public involvement will be identified and included in the plan maintenance and update section.

Deliverables

- ✓ Draft of implementation, monitoring, and update process (in accordance with DMA and CRS requirements)

EXHIBIT "E" – COMPLIANCE PROVISIONS

1. **INFORMATION INTEGRITY AND SECURITY.** Contractor shall immediately notify County of any known or suspected breach of personal, sensitive and confidential information related to Contractor's work under this Agreement.

2. **NON-DISCRIMINATION.** Contractor shall not unlawfully discriminate against any qualified worker or recipient of services because of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status or age.

3. **DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

3.1 The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:

A. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

B. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in the preceding paragraph; and

D. Have not, within a three-year period preceding this Agreement, had one or more public transactions terminated for cause or default.

3.2 Contractor shall report immediately to County, in writing, any incidents of alleged fraud and/or abuse by either Contractor or Contractor's subcontractor. Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by County.

4. **AGREEMENTS IN EXCESS OF \$100,000.** Contractor shall comply with all applicable orders or requirements issued under the following laws:

4.1 Clean Air Act, as amended (42 USC 1857).

4.2 Clean Water Act, as amended (33 USC 1368).

4.3 Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.)

4.4 Environmental Protection Agency Regulations (40 CFR, Part 15 and Executive Order 11738).

5. **INDEMNIFICATION AND HOLD HARMLESS.** Contractor shall indemnify and defend County and its officers, employees, and agents against and hold them harmless from any and all claims, losses, damages, and liability for damages, including attorney's fees and other costs of defense incurred by County, whether for damage to or loss of property, or injury to or death of person, including properties of County and injury to or death of County officials, employees or agents, arising out of, or connected with Contractor's operations hereunder or the performance of the work described herein, which result from the negligent act, willful misconduct, or errors or omissions of Consultant, its officials, officers, employees, subcontractors, consultants or agents, unless such damages, loss, injury or death is caused solely by the negligence of County.

6. **STANDARD OF CARE.** Contractor represents that it is specially trained, licensed, experienced and competent to perform all the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed, whether by Contractor or designated subcontractors, in a manner according to generally accepted practices.

7. **INTEREST OF CONTRACTOR.** Contractor assures that neither it nor its employees has any interest, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder.

8. **DUE PERFORMANCE – DEFAULT.** Each party agrees to fully perform all aspects of this agreement. If a default to this agreement occurs then the party in default shall be given written notice of said default by the other party. If the party in default does not fully correct (cure) the default within 15 days of the date of that notice (i.e. the time to cure) then such party shall be in default. The time period for corrective action of the party in default may be extended in writing executed by both parties, which must include the reason(s) for the extension and the date the extension expires.

Notice given under this provision shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable time period. No such notice shall be deemed a termination of this Agreement, unless the party giving notice so elects in that notice, or so elects in a subsequent written notice after the time to cure has expired.

9. **INSURANCE.**

9.1 Contractor shall procure and maintain Workers' Compensation Insurance for all of its employees.

9.2 Contractor shall procure and maintain Comprehensive Public Liability Insurance, both bodily injury and property damage, in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence, including but not limited to endorsements for the following coverage: personal injury, premises-operations, products and completed operations, blanket contractual, and independent contractor's liability.

9.3 Contractor shall procure and maintain Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased and non-owned vehicles used in

connection with Contractor's business in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence.

9.4 Contractor shall procure and maintain Professional Liability Insurance for the protection against claims arising out of the performance of services under this Agreement caused by errors, omissions or other acts for which Contractor is liable. Said insurance shall be written with limits of not less than one million dollars (\$1,000,000).

9.5 Contractor shall not commence work under this Agreement until it has obtained all the insurance required hereinabove and submitted to County certificates of insurance naming the County of Lake as additional insured. Contractor agrees to provide to County, at least 30 days prior to expiration date, a new certificate of insurance.

9.6 In case of any subcontract, Contractor shall require each subcontractor to provide all of the same coverage as detailed hereinabove. Subcontractors shall provide certificates of insurance naming the County of Lake as additional insured and shall submit new certificates of insurance at least 30 days prior to expiration date. Contractor shall not allow any subcontractor to commence work until the required insurances have been obtained.

9.7 For any claims related to the work performed under this Agreement, the Contractor's insurance coverage shall be primary insurance as to the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, agents or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

9.8 The Commercial General Liability and Automobile Liability Insurance must each contain, or be endorsed to contain, the following provision:

The County, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds and shall be added in the form of an endorsement to Contractor's insurance on Form CG 20 10 11 85. Contractor shall not commence work under this Agreement until Contractor has had delivered to County the Additional Insured Endorsements required herein.

Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of California Civil Code Section 2782.

9.9 Insurance coverage required of Contractor under this Agreement shall be placed with insurers with a current A.M. Best rating of no less than A: VII.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude County from taking other action as is available to it under any other provision of this Agreement or applicable law. Failure of County to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

9.10 Any failure of Contractor to maintain the insurance required by this section, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Agreement.

10. **ATTORNEY'S FEES AND COSTS.** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

11. **ASSIGNMENT.** Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of County except that claims for money due or to become due Contractor from County under this Agreement may be assigned by Contractor to a bank, trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to County. Any attempt at assignment of rights under this Agreement except for those specifically consented to by both parties or as stated above shall be void.

12. **PAYROLL TAXES AND DEDUCTIONS.** Contractor shall promptly forward payroll taxes, insurances, and contributions to designated governmental agencies.

13. **INDEPENDENT CONTRACTOR.** It is specifically understood and agreed that, in the making and performance of this Agreement, Contractor is an independent contractor and is not an employee, agent or servant of County. Contractor is not entitled to any employee benefits. County agrees that Contractor shall have the right to control the manner and means of accomplishing the contracted for herein.

Contractor is solely responsible for the payment of all federal, state and local taxes, charges, fees, or contributions required with respect to Contractor and Contractor's officers, employees, and agents who are engaged in the performance of this Agreement (including without limitation, unemployment insurance, social security and payroll tax withholding.)

14. **OWNERSHIP OF DOCUMENTS.** All non-proprietary reports, drawings, renderings, or other documents or materials prepared by Contractor hereunder are the property of County.

15. **SEVERABILITY.** If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.

16. **ADHERENCE TO APPLICABLE DISABILITY LAW.** Contractor shall be responsible for knowing and adhering to the requirements of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, (42 U.S.C. Sections 12101, et seq.). California Government Code Sections 12920 et seq., and all related state and local laws.

17. **HIPAA COMPLIANCE.** Contractor will adhere to Titles 9 and 22 and all other applicable Federal and State statutes and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and will make his best efforts to preserve data integrity and the confidentiality of protected health information.

18. **SAFETY RESPONSIBILITIES.** Contractor will adhere to all applicable CalOSHA requirements in performing work pursuant to this Agreement. Contractor agrees that in the performance of work under this Agreement, Contractor will provide for the safety needs of its employees and will be responsible for maintaining the standards necessary to minimize health and safety hazards.

19. **JURISDICTION AND VENUE.** This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue of any action or proceeding regarding this Agreement or performance thereof shall be in Lake County, California. Contractor waives any right of removal it might have under California Code of Civil Procedure Section 394.

20. **RESIDENCY.** All independent contractors providing services to County for compensation must file a State of California Form 590, certifying California residency or, in the case of a corporation, certifying that they have a permanent place of business in California.

21. **NO THIRD-PARTY BENEFICIARIES.** Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in or for the benefit of third parties.