

# **Standard Professional Services Agreement ("PSA")**

## **Revision G – June 2016**

### AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ("Agreement"), dated as of May 1, 2020 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and **Tetra Tech, Inc, a Delaware corporation**, (hereinafter "Consultant").

### R E C I T A L S

WHEREAS, Consultant represents that it is a duly qualified, experienced in the preparation of **Federal Emergency Management Agency ("FEMA") Multi-Jurisdictional Local Hazard Mitigation Plans ("MJHMP")** and related services; and

WHEREAS, in the judgment of the **County of Sonoma Permit Sonoma**, it is necessary and desirable to employ the services of Consultant for

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

### A G R E E M E N T

#### 1. Scope of Services.

1.1 Consultant's Specified Services. Consultant shall perform the services described in Exhibit "A," attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibit "A" and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit "A", the provisions in the body of this Agreement shall control.

1.2 Cooperation With County. Consultant shall cooperate with County and County staff in the performance of all work hereunder.

1.3 Performance Standard. Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Consultant's work is not in accordance with such level of competency and standard of care, County, in its sole

discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with County to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

#### 1.4 Assigned Personnel.

- a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from County.
- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.
- c. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

#### 2. Payment.

2.1 Payment: Time and Materials Consultant shall be paid on a time and material/expense basis in accordance with the budget set forth below provided, however, that total payments to Consultant shall not exceed \$157,755.00, without the prior written approval of County. Consultant shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

Unless otherwise noted in this Agreement, payments shall be made within the normal course of County business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Consultant for services

performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Consultant does not qualify, County requires that a completed and signed Form 587 be provided by the Consultant in order for payments to be made. If Consultant is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the Consultant agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Consultant has the option to provide County with either a full or partial waiver from the State of California.

**2.2 Overpayment.** If County overpays Consultant for any reason, Consultant agrees to return the amount of such overpayment to County or, at County's option, permit County to offset the amount of such overpayment against future payments owed to Consultant under this Agreement or any other agreement.

**2.3 Payment with Federal Funds:** All or part of this Agreement will be paid with Federal awards. As a pass-through entity, the County is to agree to the terms of the FEMA Rider attached as Exhibit "B" and is required to provide certain information regarding Federal award(s) to Consultant as a sub recipient. In signing this Agreement, Consultant acknowledges receipt of the following information regarding Federal award(s) that will be used to pay this Agreement:

CFDA Title: *Hazard Mitigation Grant Program*

CFDA Number: *97.039*

Award Name: *Sonoma County Operational Area Multi-Jurisdictional Hazard Mitigation Plan Update)*

Award Number: *DR4344-PL0482*

Award Year: *2019*

Federal Agency: *Federal Emergency Management Agency ("FEMA")*

Pass-Through Agency: *California Office of Emergency Services ("CalOES")*

As a sub recipient of Federal awards, Consultant is subject to the provisions of U.S. Office of Management and Budget Circular A-133, *Audits of states, Local Governments, and Non-Profit Organizations* (hereinafter "OMB Circular A-133"). In signing this Agreement, Consultant acknowledges that it understands and will comply with the provisions of OMB Circular A-133. One provision of OMB circular A-133 requires a sub recipient that expends \$500,000 in Federal awards during its fiscal year to have an audit performed in accordance with OMB Circular A-133. If such an audit is required, Consultant agrees to provide County with a copy of the audit report within nine months of Consultant's fiscal year end. Questions regarding OMB

Circular A-133 can be directed to the Sonoma County Auditor-controller Treasurer-Tax Collector's Office – General Accounting Division.

3. Term of Agreement. The term of this Agreement shall be from May 1, 2020 to August 1, 2022 unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Consultant.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

4.3 Change in Funding. Consultant understands and agrees that County shall have the right to terminate this Agreement immediately upon written notice to Consultant in the event that (1) any state or federal agency or other funder reduces, withholds or terminates funding which the County anticipated using to pay Consultant for services provided under this Agreement or (2) County has exhausted all funds legally available for payments due under this Agreement.

4.4 Termination for Non-Appropriation. County may terminate this Agreement at any time, upon giving Consultant thirty (30) days written notice, for any of the following reasons:

- a. County has exhausted all funds legally available for payments to become due under this Agreement;
- b. Funds, which have been appropriated for purposes of this Agreement are withheld and are not, made available to County;
- c. No appropriation of funds for payments has been made for purposes of this Agreement in the budget for the next fiscal year; or
- d. An appropriation of funds for the next fiscal years has been made for purposes of this Agreement, but prior to actual release, such appropriation has been withdrawn.

4.5 Delivery of Work Product and Final Payment Upon Termination.

In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to County all reports, original drawings, graphics, plans,

studies, and other data or documents, in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.6 Payment Upon Termination. Upon termination of this Agreement by County, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Consultant.

4.7 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or Permit Sonoma Department Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification. Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party or its agents, employees, contractors, subcontractors, or invitees. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts.

6. Insurance. With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit "C", which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work. The execution of this Agreement shall constitute Consultant's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Consultant's

performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes which do not exceed the delegated signature authority of the Department may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors or Purchasing Agent must authorize all other extra or changed work which exceeds the delegated signature authority of the Department Head. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Consultant.

9.1 Standard of Care. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by County shall not operate as a waiver or release.

9.2 Status of Consultant. The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 No Suspension or Debarment. Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Consultant becomes debarred, consultant has the obligation to inform the County

9.4 Taxes. Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish County with proof of payment of taxes on these earnings.

9.5 Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

9.6 Conflict of Interest. Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Consultant's or such other person's financial interests.

9.7 Statutory Compliance/Living Wage Ordinance. Consultant agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Consultant expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

9.8 Nondiscrimination. Without limiting any other provision hereunder, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.9 AIDS Discrimination. Consultant agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.10 Assignment of Rights. Consultant assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

9.11 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Consultant may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

9.12 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Consultant.

10. Content Online Accessibility. County policy requires that all documents that may be published to the Web meet accessibility standards to the greatest extent possible, and utilizing available existing technologies.

10.1 Standards. All consultants responsible for preparing content intended for use or publication on a County-managed or County-funded web site must comply with applicable Federal accessibility standards established by 36 C.F.R. Section 1194, pursuant to Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794(d)), and the County's Web Site Accessibility Policy located at <http://webstandards.sonoma-county.org>.



10.2 Certification: Consultants must complete the Document Accessibility Certification Form attached hereto as Exhibit \_\_\_\_ which shall describe how all deliverable documents were assessed for accessibility (e.g. Microsoft Word accessibility check; Adobe Acrobat accessibility check, or other commonly accepted compliance check.)

10.3 Alternate Format: When it is strictly impossible due to the unavailability of technologies required to produce an accessible document, Consultant shall identify the anticipated accessibility deficiency prior to commencement of any work to produce such deliverables. Consultant agrees to cooperate with County staff in the development of alternate document formats to maximize the facilitative features of the impacted document(s), e.g. embedding the document with alt-tags that describe complex data/tables.

10.4 Noncompliant Materials; Obligation to Cure. Remediation of any materials that do not comply with County's Web Site Accessibility Policy shall be the responsibility of Consultant. If County, in its sole and absolute discretion, determines that any deliverable intended for use or publication on any County-managed or County-funded Web site does not comply with County Accessibility Standards, County will promptly inform Consultant in writing. Upon such notice, Consultant shall, without charge to County, repair or replace the non-compliant materials within such period of time as specified by County in writing. If the required repair or replacement is not completed within the time specified, County shall have the right to do any or all of the following, without prejudice to County's right to pursue any and all other remedies at law or in equity:

- a. Cancel any delivery or task order;
- b. Terminate this Agreement pursuant to the provisions of Article 4; and/or
- c. In the case of custom EIT developed by Consultant for County, County may have any necessary changes or repairs performed by itself or by another contractor. In such event, contractor shall be liable for all expenses incurred by County in connection with such changes or repairs.

11. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of

any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

12. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

13. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY:

Permit Sonoma  
Attn: Lisa Hulette  
2550 Ventura Ave  
Santa Rosa, CA 95403  
[Lisa.hulette@sonoma-county.org](mailto:Lisa.hulette@sonoma-county.org)

TO: CONSULTANT:

Tetra Tech, Inc.  
Attn: Rob Flaner  
1999 Harrison Street, Ste. 500  
Oakland, CA 94612  
[Rob.Flaner@tetrattech.com](mailto:Rob.Flaner@tetrattech.com)

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

### 13. Miscellaneous Provisions.

13.1 No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

13.4 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 third parties.

13.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

13.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

13.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13.8. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

13.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONSULTANT: TETRA TECH, INC.

By: Ed Sussenguth

Name: Ed Sussenguth

Title: Northwest Operations Manager

Date: 03/27/2020

COUNTY: COUNTY OF SONOMA

CERTIFICATES OF INSURANCE  
REVIEWED AND ON FILE:

By: Jerrin Whit  
Department Head or Designee

Date: 21 APR 20

APPROVED AS TO FORM FOR COUNTY:

By: Linda Schiltgen  
County Counsel

Date: April 23, 2020

AGREEMENT EXECUTED:

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

Board of Supervisors

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

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

ATTEST:

\_\_\_\_\_  
Clerk of the Board of Supervisors

## **Exhibit A**

### **SCOPE OF SERVICES**

This is a proposed scope of services from Tetra Tech, Inc. (CONSULTANT) to the Sonoma County Permit Sonoma Department (COUNTY) to provide support and planning services in the development of an update to the 2016 Sonoma County Operational Area Hazard Mitigation Plan (PLAN). The work tasks identified in this scope of services are to be completed between May 1, 2020 and September 1, 2021, pending extensions authorized by the COUNTY. Technical Consulting services included in the scope of services below are intended to provide assistance to the COUNTY to update the PLAN and ensure that the end product is a California Office of Emergency Services (CAOES) and Federal Emergency Management Agency (FEMA) approved plan. The estimated hours to complete each task below are reflected on the attached “Estimate of Professional Services” document.

**SCOPE AND DELIVERY OF WORK:** The work to be completed and provided by the CONSULTANT is described in the following paragraphs. Deliverables must be presented to and approved by the COUNTY Project Manager and Steering Committee. The following phases will be completed by the CONSULTANT, in conjunction with the planning partners and steering committee:

#### **Phase 1: ORGANIZE AND REVIEW**

Under this phase, the CONSULTANT will work with the COUNTY and all planning partners to organize the key components for this plan update process. This includes confirming the Planning Partnership, identifying a Core Planning Team and the formation of an oversight Steering Committee to oversee the plan update scope of work. The tasks to be completed under this phase and the specified deliverables are described as follows:

*Task 1A- Establish a Core Planning Team (CPT):* Under this task, CONSULTANT will identify and establish a planning team made up of key personnel from the County (i.e.: county project management, public information officer, GIS point of contact) and the discipline leads from the CONSULTANT project team. From project inception to completion, bi-weekly project coordination calls will be held by the planning team to discuss project status, identify issues in the planning process, review consultant deliverables and confirm meeting content for Steering Committee meetings discussed below. All planning team meetings will be coordinated and facilitated by the CONSULTANT.

*Task 1B- Organize Steering Committee:* Under this task, CONSULTANT will work with the COUNTY through the CPT to establish a Steering Committee to provide oversight on the plan’s development up to adoption. The role of the SC will be to make key milestone decisions on behalf of the planning partnership, while streamlining the process and adding process efficiencies to the overall process. The make-up of the SC will strive for a 50/50 split between governmental and non-governmental stakeholders within the Planning area (Sonoma County OA) and strive for representation for all planning partner types (i.e.: districts, Large cities, small cities, etc.). It will be important for this committee to

have a manageable size so that quorums can be established that are achievable. The SC will operate under a set of ground-rules that they established, and their meetings will be open to the public and advertised as such under the public outreach strategy (phase 3) for this plan update.

Once established, this committee will meet periodically during the planning process to review and provide oversight on the plan's progress. Key components to be confirmed by the Steering Committee include; vision, goals and objectives for the plan, definition of "critical facilities/infrastructure for the planning area, public engagement strategy, mitigation alternatives to be considered, and the plan maintenance strategy. All Steering Committee meetings will be facilitated by the CONSULTANT project team and be open to the public. Meeting summaries will be prepared by the CONSULTANT and distributed pursuant to the outreach strategy confirmed by the committee.

*Task 1C- Engage the Planning Partnership:* Under this task, CONSULTANT will engage the planning partnership that has been established by the COUNTY for this plan update effort. This task has assumed that the COUNTY has already secured the commitment from the planning partners to be covered by this plan update. It should be noted that confirmation of which local governments to engage for this update will be confirmed by the CPT under task 1A above.

The 1<sup>st</sup> step under this task will be to conduct a "kick-off" meeting for all planning partners and COUNTY identified stakeholders in the process to present the scope of work, timeline for completion and to provide the planning tools to each planning partner to aid their full participation in this plan update process. The purpose of this meeting will be to:

- Present the plan update scope of work to the potential planning partnership.
- Introduce the CPT and SC and explain their roles in the plan update process
- Present the planning partner expectations and explain the definition of "participation"
- To seek formal commitment in the form of a notice of intent to participate
- To present data needs (wish list) for the risk assessment

*Task 1D- Plan review:* Under this task, CONSULTANT will perform a review of existing studies, reports, and technical information will be performed to assimilate sources of information into the decision-making process. This will include a comprehensive review of all prior actions identified in the last plan update as well as a review of the current California State Hazard Mitigation Plan to assure consistency of this plan update with the goals, objectives and actions of that plan. Also, the CPT will perform a detailed review of data from on-going planning efforts to identify points of integration of relevant data and information into the updated hazard mitigation plan. This will include; the surface fault rupture analysis, CWPP and fire risk mapping projects. Additionally, the initial plan will be reviewed by the Steering Committee to determine recommendations for changes and/or enhancements. Tetra Tech will document and record the elements of this phase for incorporation into the plan document.

Additionally, this task will include review of the general plans for each planning partner to establish linkage between the mitigation plan and their general plans for compliance with CA Assembly Bill 2140 (AB-2140) and CA Senate Bill 379 (SB 379).

**Task 1E- Agency Coordination:** Under this task, CONSULTANT will coordinate with other agencies involved in, or that have the ability to impact hazard mitigation actions identified in the plan. These will include but are not limited to:

- Appropriate Sonoma County departments, including; GIS, Assessor's Office, Emergency Management Department, and Public Works, etc.
- Fire Safe Sonoma
- CA. Department of Water Resources
- CAOES, and
- FEMA Region IX
- Neighboring counties that have similar exposures or that are performing plan updates of their own.

These agencies will be coordinated with throughout all phases of this proposed scope of services. The CONSULTANT will strive to coordinate with any con-current planning effort in an attempt to promote Regional consistency in hazard mitigation, which will include the Community Wildfire Protection Plan and others.

**Task 1F- Recommend/Initiate Changes:** Once the review has been completed, it is anticipated that some of the identified changes may require action. For example, if a goal or objective was found to not be applicable to what the plan is striving to achieve, based on the performance review, a new goal or objective will need to be identified using standardized goal setting techniques. This task will be dedicated to reconciling these changes to make sure that they are incorporated into the final revised plan.

**Key CONSULTANT deliverables:** The key deliverables to be completed by the CONSULTANT for this phase include:

- ✓ Organize the CPT
- ✓ Organize and facilitate the Steering Committee process
- ✓ Record and produce meeting summaries for all SC meetings
- ✓ Project kickoff meeting with existing and potential new planning partners
- ✓ Existing Plan/Program review
- ✓ Agency Coordination
- ✓ Documentation of recommended changes and enhancements to the plan

**COUNTY Personnel responsibilities:** This scope of services has assumed that some of the key elements of this phase will be performed by county personnel. Under this phase, COUNTY will:

- ✓ Support and participate in the Core Planning Team (CPT) process
- ✓ identify all potential planning partners and assume responsibility for notifying them of the "kickoff meeting".
- ✓ Secure venues for all meetings scheduled during this process

- ✓ Produce appropriate copies of all meeting materials prior to each meeting
- ✓ Fully participate in task 1E
- ✓ County will assume responsibility for granting any exceptions to timelines established under this phase.

## **Phase 2: IDENTIFY HAZARDS AND UPDATE RISK ASSESSMENT**

Under this phase, CONSULTANT will assist the partnership in identifying the characteristics and potential consequences of the natural hazards that may impact or have historically affected the planning area. A thorough assessment of each hazard, as well as the vulnerability of the planning area to each hazard identified, will be accomplished using tools such as GIS/ Hazus-MH, readily available detailed studies, benefit-cost analysis tools, and historical/local knowledge of past occurrences. At a minimum, a map delineating each hazard area, a description of each hazard (including potential depths, velocities, magnitudes, frequencies, etc.), and a discussion of past events will be prepared. The initial Plan will be the principal tool used to identify the hazards of concern as well as the State Hazard Mitigation Plan. Each participating planning partner will receive data specific to their jurisdiction upon which the respective local-jurisdiction annexes will be created. This will be accomplished through the use of established templates designed to walk each partner through the required steps of risk assessment.

For each identified hazard, CONSULTANT will perform a vulnerability analysis that will: (1) include updates to the inventory of the number and type of structures at risk; (2) assess the impact on life, safety, and health; (3) evaluate the need and procedures for warning and evacuation; (4) identify critical facilities (hospitals, for example) and the impact of the hazard on those facilities; and (5) review the development/redevelopment trends projected for the future in each identified hazard area.

The hazard profiles will provide the following information:

- ✓ Utilize best available information from local, state or federal sources
- ✓ Geographic Areas of Impact – Maps showing areas of impact
- ✓ Previous Occurrences – History of events to date
- ✓ Severity – Magnitude or potential intensity and duration, including speed of onset
- ✓ Impact – How will, or has, each hazard impacted the planning area
- ✓ Probably of Future Occurrence – What is the likelihood that we will be impacted by the hazard of concern in the future?
- ✓ Probable impacts of climate change on the hazard
- ✓ Future trends in Development

The risk assessment will identify which natural hazards pose the greatest threat to the community by looking at the hazard frequency of occurrence, the severity of the occurrence, and the likelihood that an event will occur. Using the updated asset inventory Comprehensive Data Management System (CDMS), outputs from our risk assessment process include the following:



- ✓ Vulnerability Analysis –Based on data input, we develop data tabulations and maps that demonstrate vulnerable assets and populations at risk.
- ✓ Functionality or Down Time – When an incident occurs, how long will critical facilities be impacted?

CONSULTANT will conduct a flood hazard risk assessment of all FEMA-identified repetitive loss properties within the planning area, as required under the Community Rating System (CRS) and Flood Mitigation Assistance (FMA) programs. This review will include the delineation of repetitive loss areas throughout the County (if any), a determination of the cause of repetitive flooding, annualized loss estimates, and a building count of the number of structures within each repetitive loss areas. The flood risk assessment will profile all flood related issues that impact the planning area (ie: riverine, coastal, urban drainage, stream bank erosion/sediment deposition).

The tasks to be completed under this phase are described as follows:

*Task 2A- Update of Critical Facilities and Hazus-MH general building stock:* This task will include an update of critical facilities data as defined by the SC under task 1B above and HAZUS-MH general building stock by combining pertinent information regarding structure type, valuation, new construction, and any other information that may assist with modeling in Hazus-MH. CONSULTANT, working with the County’s GIS and Assessor personnel, will begin the interface to capture required data to enhance the Hazus-MH outputs. This data will be combined from several sources and loaded into Hazus-MH using the CDMS portal.

CONSULTANT will assist the planning team members in identifying the characteristics and potential consequences of the natural hazards that may impact or have historically affected the planning area. A thorough update to the assessment of each hazard, as well as the vulnerability of the planning area for each hazard identified, will be accomplished using tools such as stakeholder interviews, GIS/Hazus-MH modeling, benefit-cost analysis, and research of historical occurrences. CONSULTANT will work with the planning partners to ensure maps delineate each hazard. CONSULTANT will update, as necessary, the description of each hazard (including potential depths, velocities of surface/flood water, or magnitudes and frequencies of potential earthquakes, for example) and describe relevant past events. The prior Plan and 2018 California State Hazard Mitigation Plan will be the principal tools used to identify the baseline hazards of concern. Because this Plan update will be submitted to FEMA, as an update to the current approved plan for the County, the updated risk assessment must include the following:

- ✓ The best available data to identify extent and location of hazard events for which the planning area is susceptible
- ✓ A historical review of events that have occurred during the period between the initial risk assessment and the update process
- ✓ A review of probability of occurrence or frequency of an event based on new data or occurrences

*Task 2B-Mapping of Hazards of Concern:* Under this task CONSULTANT will utilize data mined under task 2A to map the extent and locations of the identified hazards of concern for the planning area. These maps will be the extent and location maps that will be utilized under tasks 2C and 2D and support phase 3 of this scope of work. CONSULTANT will update, as necessary, the description of each hazard (including potential depths, velocities of surface/flood water, or magnitudes and frequencies of potential earthquakes, for example) and describe relevant past events. The prior Plan and the current California State Hazard Mitigation Plan will be the principal tools used to identify the baseline hazards of concern to be confirmed by the Steering Committee under phase 1 of this scope of work.

*Task 2C- Hazus-MH-MH Analysis:* Under this CONSULTANT will develop HAZUS-MH runs for the entire planning area using the currently available version of the Hazus-MH model (Hazus-MH version 4.2 or newer). Level 2, user-defined facility analyses of the dam failure, earthquake, flood and tsunami hazards will be conducted. The flood analysis will incorporate the County's current digital flood insurance rate map (DFIRM) as well as any available Light Detection and Ranging (LiDAR) data. For the earthquake analysis, both earthquake soils and liquefaction data will be combined with available earthquake scenario data. The HAZUS-MH model will be populated with updated GIS data provided by Sonoma County and its planning team partners.

*Task 2D- Update Risk Assessment for non-Hazus-MH Hazards:* Under this task, CONSULTANT will update the risk assessment for the non-HAZUS-MH hazards (drought, landslide, severe weather and wildfire). This will include a GIS exercise designed to analyze building exposure and potential impact utilizing damage functions based on national models. This task will include use of relevant information contained in the County's Community Wildfire Protection Plan, which is currently being updated by the County. All base mapping components from the original plan will be updated with current data under this task.

*Task 2E- Non-natural Hazard Profiles:* Under this task, CONSULTANT will prepare qualitative profiles of non-natural hazards of interest identified by the Steering Committee. These non-natural hazards will be profiled, but not full assessed as the natural hazards will be. The profiles will be completed in compliance with CPG-201, steps 1 and 2.

*Task 2F- Climate Change Profile:* Under this task, CONSULTANT will prepare a qualitative vulnerability assessment of the potential future impacts to the identified hazards of concern pursuant to the requirements of CA-SB379. A climate change profile will be prepared as a stand-alone chapter for the plan so that all planning partners will be considered to be in full compliance with SB-379.

*Task 2G-Data handoff and training:* At the completion of the planning process, CONSULTANT will hand off all data and models assembled under this phase and provide baseline training to city personnel identified by COUNTY as the appropriate repository for this information and use.

**Key CONSULTANT deliverables:** The key deliverables to be completed by the CONSULTANT for this phase include:

- ✓ Data Gap Analysis report
- ✓ Maps that illustrate the extent and location of hazard areas.
- ✓ Review of past occurrences since the completion of the prior plan.
- ✓ The types and numbers of existing and future buildings, infrastructure, and critical facilities located in the identified hazard areas for each scenario event.
- ✓ Loss estimates for each scenario event for all residential, commercial and industrial buildings within each hazard area.
- ✓ An analysis of identified, vulnerable critical facilities for each scenario event.
- ✓ An analysis of vulnerable populations within each hazard area.
- ✓ A land use analysis for each scenario event that includes a look at land with potential for future development (i.e.: buildable lands analysis)
- ✓ SB-379 compliant climate change profile for the planning area
- ✓ Data handoff and training
- ✓ includes a look at land with potential for future development (i.e.: buildable lands analysis)

**COUNTY Personnel responsibilities:** This scope of services has assumed that some of the key elements of this phase will be performed by county personnel. Under this phase, COUNTY will:

- ✓ Provide the best available information on general building stock (County Assessor Data)
- ✓ Provide the best available digital elevation model for the County
- ✓ Provide the best available data on extent and location of hazards of concern in a digital format.

### **Phase 3 - Develop/Implement Public Involvement Strategy**

Under this phase, CONSULTANT will facilitate the development of and implement a public outreach strategy through direction from the Steering Committee under phase 1 of this scope of work. This outreach strategy will be based upon a capability assessment of the planning partnership conducted by the CPT under task 1A of this scope of work. This scope of work assumes that the strategy will be deployed in 2 phases: once early in the planning process to gauge the public's perception of risk, and once later in the process to present the draft plan to the public for comment. The tasks to be completed under this phase are as follows:

**Task 3A- Hazard Mitigation Surveys:** Under this task, CONSULTANT will develop and deploy hazard mitigation questionnaires tailored to the needs and issues of the planning area. These questionnaires would be disseminated to target audiences determined appropriate by the Steering Committee. As requested in the RFP, two (2) surveys will be deployed, one to gauge the public's perception of risk within the OA, and the second to seek review and comment on the draft plan.

**Task 3B-Public Meetings:** At a minimum, three (3) public meetings will be held at times and places to be determined by the Steering Committee. The first two (2) public meetings will be held to share the findings of the updated risk assessment with the public. At these meetings, revised maps and revised

damage assessment will be shared with the public and their opinions in possible actions will be solicited. The final public meeting will be held during an advertised public comment period and will present the final draft plan to the public for their review and comment. CONSULTANT will facilitate all public meetings conducted under this task.

**Task 3C- Press releases and public notices:** Under this task, CONSULTANT, with assistance from the CPT and Steering Committee where appropriate, will produce and distribute public notices and/or press releases during various milestones in this plan update process. These milestones are defined as follows:

Announcement of the plan update process including notice of the HMP website as the

announcing the initiation of the plan update process, and also announce all public meetings. All meetings of various types will be open to all citizens of Sonoma County. The content of all press releases will be prepared by the CONSULTANT. The COUNTY will be responsible for dissemination of all press releases and providing documentation of any response to the releases.

**Task 3D-Website:** A County sponsored website will be established on the onset of this scope of services. This website will become the principle means for public interaction with this planning process from start to finish. CONSULTANT will produce materials to support the website such as “Frequently asked questions” (FAQ’s), power point presentation from the kickoff meeting, and Steering Committee meeting minutes. COUNTY personnel will be responsible for maintenance of the website and assuring continued public access to pertinent information.

**Key CONSULTANT deliverables:** The key deliverables to be completed by the CONSULTANT for this phase include:

- ✓ Develop and deploy two (2) surveys during Phase 1 and 2 of the Public Outreach strategy
- ✓ Facilitation of all public meetings (a maximum of 3 meetings)
- ✓ Preparation of all content for public meetings
- ✓ Press release content
- ✓ Website support documents

**COUNTY Personnel responsibilities:** This scope of services has assumed that some of the key elements of this phase will be performed by county personnel. Under this phase, COUNTY will:

- ✓ Provide venues for all public meetings
- ✓ Advertise all public meetings
- ✓ Disseminate press releases on planning process and public meetings
- ✓ Provide website for posting of the HMP and related materials

#### **Phase 4- Update Goals, Objectives, Capabilities and Actions**

After the hazard identification and risk assessment documentation have been updated and reviewed, CONSULTANT will work with the Steering Committee to determine if the original goals and objectives

identified under the initial planning effort remain viable in light of new information gathered through the risk assessment and initial public involvement phases of the project. Once goals and objectives have been refined, the range of mitigation alternatives and actions on a hazard-by-hazard basis will be updated. Preference will be given to those mitigation actions that provide multi-objective risk reduction. CONSULTANT will work with the Steering Committee and planning partners to establish priorities to make clear which types of strategies and activities are true mitigation measures and which should be closed out or removed from the list.

Information obtained during the update of the risk assessment and during the public involvement strategy will be used to refine the County's existing mitigation strategies previously adopted in the initial plan. CONSULTANT will utilize an enhanced derivation of the "mitigation catalog" concept utilized in the initial planning effort. The tasks to be completed under this phase are as follows:

**Task 4A- Goals objectives and actions:** Under this task, CONSULTANT will facilitate the confirmation of a guiding principle, goals, objectives and actions. The baseline for this task will be the guiding principle, goals and objectives identified in the initial plan. As was done with the initial plan, the planning team will strive for confirmation of linear planning components, which means each component directly supports the other. For example, goals will be confirmed that support the guiding principle. Objectives will be identified that meet multiple goals. Actions will be prioritized based on meeting multiple objectives.

**Task 4B- Strengths, Weaknesses, Obstacles and Opportunities (SWOO):** Under this task, CONSULTANT will facilitate the identification of a comprehensive range of mitigation alternatives through a facilitated look at strengths, weaknesses, obstacles and opportunities within the planning area. This SWOO session will be conducted with the Steering Committee and other identified stakeholders. The opportunities identified under this session will be the basis for the mitigation catalog discussed under task 4C.

**Task 4C- Mitigation Catalog:** Under this task, CONSULTANT will enhance the mitigation catalog utilized by the planning partnership to identify possible actions for their action plans. As was with the initial plan, the mitigation catalog will represent the comprehensive range of alternatives considered by each planning partner, which is a statutory requirement under the DMA. The catalog utilized by the partnership during the initial planning effort will be enhanced by the Steering Committee through a process facilitated by the CONSULTANT, looking at strengths, weaknesses, obstacles and opportunities within the planning area.

**Key CONSULTANT deliverables:** The key deliverables to be completed by the CONSULTANT for this phase include:

- ✓ Facilitation of the confirmation of a guiding principle (mission statement), goals and objectives.
- ✓ SWOO session
- ✓ Mitigation catalog

**COUNTY Personnel responsibilities:** This scope of services has assumed that some of the key elements of this phase will be performed by county personnel. Under this phase, COUNTY will:

- ✓ Participate in goal setting and SWOO session

## **Phase 5: Develop Plan for Monitoring, Evaluating and Updating the Plan**

Under this phase, CONSULTANT will work with the Steering Committee to establish a plan maintenance strategy for the updated plan and set up the plan maintenance tool (BATool<sup>SM</sup>). The tasks to be completed under this phase are as follows:

*Task 5A: Confirm Plan Maintenance Strategy:* Under this task, the CONSULTANT will facilitate confirmation of a plan maintenance strategy that includes:

- ✓ Recommendations for Steering Committee involvement
- ✓ A template for annual progress reporting
- ✓ A strategy for continuing public involvement
- ✓ Methodology for incorporation into other planning mechanisms (AB2140 Compliance)
- ✓ Confirmation of a procedure for linkage to the plan

*Task 5B: Setup and Deploy the BATool<sup>SM</sup>:* Under this task, CONSULTANT will provide the BATool<sup>SM</sup> initiation, and one year of functional progress reporting for the costs reflected in Section 6 of this proposal. The continuation of support via the BATool<sup>SM</sup> beyond year one progress reporting is dependent upon the County's desire to continue the use of the tool, and receipt of the annual subscription fee for BATool<sup>SM</sup> usage.

**Key CONSULTANT deliverables:** The key deliverables to be completed by the CONSULTANT for this phase include:

- ✓ The method and schedule of monitoring, evaluating, and updating the mitigation plan on a five-year cycle.
- ✓ Establish a protocol (template) for a progress report to be completed annually on the plan's accomplishments.
- ✓ The process for incorporating the requirements of the mitigation plan into other planning mechanisms, such as comprehensive or capital improvement plans, zoning changes, or general plan development when appropriate.
- ✓ How the community will continue public participation in the mitigation plan maintenance process.
- ✓ Establish "linkage procedures" that address potential changes in the planning partnership, including the addition of any planning partners wishing to join the plan after its initial adoption.
- ✓ Setup of the BATool<sup>SM</sup>.

**COUNTY Personnel responsibilities:** This scope of services has assumed that some of the key elements of this phase will be performed by county personnel. Under this phase, COUNTY will:

- ✓ Support the planning team in the development of the plan maintenance strategy.

## **Phase 6: Assemble the Updated Plan**

Under this phase, CONSULTANT will assemble the updated plan, including all those eligible partners who met their “participation” requirements to become part of the updated LHMP. The assembly will utilize all updated or enhanced data generated in Phases 1 through 5. The plan will be assembled in a 2-volume format where volume I will include all planning components that apply to the entire planning area (summary of planning process, outreach strategy, risk assessment, goals/objectives, plan maintenance strategy and hazard mitigation catalog). Volume II will include all plan components that are jurisdiction specific (jurisdiction profile, capability assessment, and hazard risk ranking and action plan). Each planning will have a chapter within Volume II. The jurisdictional annex will be the basis for each chapter. These annexes will meet DMA requirements for each jurisdiction. Templates will be provided to each participating planning partner to guide their completion of their jurisdictional annex. Two workshops will be held, one for municipal partners and one for special district partners (if applicable), to walk each partner through completion of the template.

The tasks to be completed under this phase are as follows:

*Task 6A- Author the updated plan text:* Under this task, the draft updated plan will be authored and assembled by the CONSULTANT. Coordinating with the Steering committee, the CONSULTANT will format the plan layout to meet the objectives established for the update process. The key elements to be delivered under this task include:

- ✓ Brief introduction, including context for and description of the need for the mitigation plan. This will include a description of the planning process followed in the development of the mitigation plan and document all public involvement.
- ✓ Description of the operational area’s mission, goals, programs, and policies, and an analysis of its capabilities to carry them out.
- ✓ Brief description of the history, physical setting, land-use patterns, and development trends of the area to be covered by the mitigation plan.
- ✓ A profile chapter on Climate Change and the possible impacts of climate change on the identified hazards of concern addressed by the plan pursuant to the requirements of SB379.
- ✓ List and assessment of the hazards and risks to which each of the participating partners is vulnerable.
- ✓ Summary of current federal, state, and local programs and policies that address the identified risks. Tetra Tech will also include a prioritized list of recommended strategies, programs, policies, and actions to address identified hazards and risks. The review of mitigation activity alternatives will be conducted for each hazard. Additionally, Tetra Tech will identify those persons responsible for implementing recommendations, approximate cost of and potential funding sources for implementing recommendations, cost effectiveness of recommendations, and suggested timeline for implementing recommendations.
- ✓ Strategy for evaluating, adopting, and implementing the mitigation plan. The draft Action Plan will identify agencies and departments responsible for implementation, targeted timeframe for implementation, and possible funding mechanisms. Tetra Tech will include documentation that the

participating partners have met the requirements of DMA, as described in the Federal Register (Volume 67, Numbers 38 and 190, dated February 26, 2002 and October 1, 2002, respectively).

- ✓ Other descriptions, documentation, and mitigation plan elements as required, meeting state, and FEMA approval.
- ✓ Summary of how the community will monitor progress of the mitigation plan and activities and an established timeline for future updates, including an Annual Evaluation Report.
- ✓ The LHMP shall describe the need for changes to the risk assessment and what changes were made in comparison to the initial plan. This would include any changes to exposure or probability of occurrence caused by the occurrence of events during the performance period.
- ✓ The LHMP shall illustrate any changes to risk exposure caused by changes in land use from annexation, new development, or other relevant factors to be determined.
- ✓ The LHMP shall illustrate any changes to the action plan and include an explanation of the status of the action items, and what changes were made.
- ✓ The LHMP shall identify the completed, deleted, or deferred actions or activities from the previously approved plan as a benchmark for progress. Further, the updated plan shall include in its evaluation and prioritization any new mitigation actions identified since the previous plan.
- ✓ The LHMP shall include an analysis of the prior plans schedule for monitoring, evaluating, and updating the plan, and make any recommendations for changes to the plan maintenance process.
- ✓ Each of these elements will be applicable to each participating planning partner. Once again, this will be achieved by using templates that will generate annexes for each partner ranking risk, quantifying vulnerability by hazard, and identifying and prioritizing mitigation initiatives specific to each jurisdiction. Partners will be familiarized with how to complete their template via a template workshop.

*Task 6B- Jurisdictional Annex Workshops:* Under this task, CONSULTANT will hold a series of workshops for the planning partners to instruct them on how to complete their Jurisdictional Annex templates. These workshops will be a 3-hour format. Two workshops will be held at a date, time and location to be determined by the Steering Committee. One session will be tailored to municipal partners, while the second will be tailored to special district partners. Attendance to these workshops will be mandatory as defined under the planning partner expectations. The focus of these workshops will be on action plan development.

*Task 6C: Technical edit/Format:* Once the initial draft has been developed, the draft plan will be submitted for a technical/format edit to prepare the final draft plan that will be presented to the public for their review and comment, and provided to WAEMD and FEMA for pre-adoption review and approval.

*Task 6D- BCA Training:* Under this task, CONSULTANT will provide 1, half day (4 hour) training session on the completion of a benefit/cost analysis using FEMA's BCA tool (version 6.0). This will be a baseline training designed to provide an overview of the tool and help to provide guidance to the partnership on completion of this vital step in FEMA's grant application process.



**Key CONSULTANT deliverables:** The key deliverables to be completed by the CONSULTANT for this phase include:

- ✓ Facilitation of 2 jurisdictional annex workshops
- ✓ Review and final drafts of the updated plan
- ✓ Technical/format edit of all drafts of the plan
- ✓ Conduct BCA training

**COUNTY Personnel responsibilities:** This scope of services has assumed that some of the key elements of this phase will be performed by county personnel. Under this phase, COUNTY will:

- ✓ Provide venue for jurisdictional annex workshops
- ✓ Document attendance to jurisdictional annex workshops.
- ✓ Assume responsibility for hard copy production of review drafts and final drafts of the plan

## **Phase 7 - Complete Plan Review and Adoption**

Under this phase, CONSULTANT will facilitate the review and adoption of the plan. This will include presentation of draft versions of the plan to the Steering Committee, preparation of a “public review draft, completion of the plan review crosswalk, support of the adoption process and submittal of final plan package to CalEMA for review and approval. The tasks to be completed under this phase are as follows:

**Task 7A- Complete Plan Review Crosswalk:** Once the final draft plan has been prepared, and all public and Steering committee comments have been incorporated into the final draft, CONSULTANT will complete a FEMA plan review crosswalk to illustrate the plan’s compliance with 44 CFR Section 201.6. A draft plan will then be forwarded along with the completed crosswalk to CalEMA with a request for “pre-adoption” review and approval.

**Task 7B- Plan adoption support:** Once the final draft has been completed, the adoption phase of the planning process will begin. All planning partners will be provided an adoption package that includes; sample resolution, staff report and a copy of the executive summary. CONSULTANT will prepare a standardized power point presentation that can be utilized by all planning partners in their presentations to their governing bodies. Tetra tech will track the adoption status of all planning partners and provide appropriate documentation of adoption in the plan.

**Key CONSULTANT deliverables:** The key deliverables to be completed by the CONSULTANT for this phase include:

- ✓ Completion of the plan review crosswalk
- ✓ Transmittal of the draft plan to CAOES with request for pre-adoption review
- ✓ Example model resolutions and instructions provided to planning partner
- ✓ Tracking of plan adoption, and submittal adoption documentation to CAOES and FEMA.

- ✓ Production of a standardized power point presentation to be used by planning partners during their adoption processes.

**COUNTY Personnel responsibilities:** This scope of services has assumed that some of the key elements of this phase will be performed by county personnel. Under this phase, COUNTY will:

- ✓ Support the planning team and planning partnership during the adoption process

## **Phase 8 – Project Management**

This Phase of the scope of work will be dedicated to the overall management of the project. This includes; maintenance of the critical path for the project, invoicing, preparation of a monthly progress report that will accompany a monthly invoice on or before the fifth of each month and completing of quarterly progress reports to be submitted to Cal OES for grant reporting. Additionally, should the County need assistance in tracking “in-kind” contributions from the planning partnership to document the local match for a grant (should this project be funded by a grant), this assistance can be provided under this phase. The Task to be completed under this phase include:

**Task 8A- Billing and Invoicing:** Under this task, CONSULTANT will prepare monthly invoices as well as project status reports that will accompany each invoice. Invoices will be provided to the COUNTY by the last Friday of Each Calendar month. The Project Status reports that will accompany each invoice will report a percent complete for each phase based on the budget expended to date versus the budget allocation for each phase. The report will also include a brief narrative by task on what objectives were completed during the reporting period.

**Task 8B – Quarterly Progress Reporting:** Under this task, CONSULTANT will support the COUNTY in the preparation of the quarterly progress report to CAOES, that is a requirement of the Hazard Mitigation Assistance that is funding this project.

**Key CONSULTANT deliverables:** The key deliverables to be completed by the CONSULTANT for this phase include:

- ✓ Monthly invoices by the last Friday of every month during the project performance period
- ✓ Monthly project status reports that will accompany each invoice

**COUNTY Personnel responsibilities:** This scope of services has assumed that some of the key elements of this phase will be performed by county personnel. Under this phase, COUNTY will:

- ✓ Pay each invoice received and approved by the COUNTY with 45 days of invoice receipt
- ✓ CAOES quarterly Progress Report template

## **Schedule**

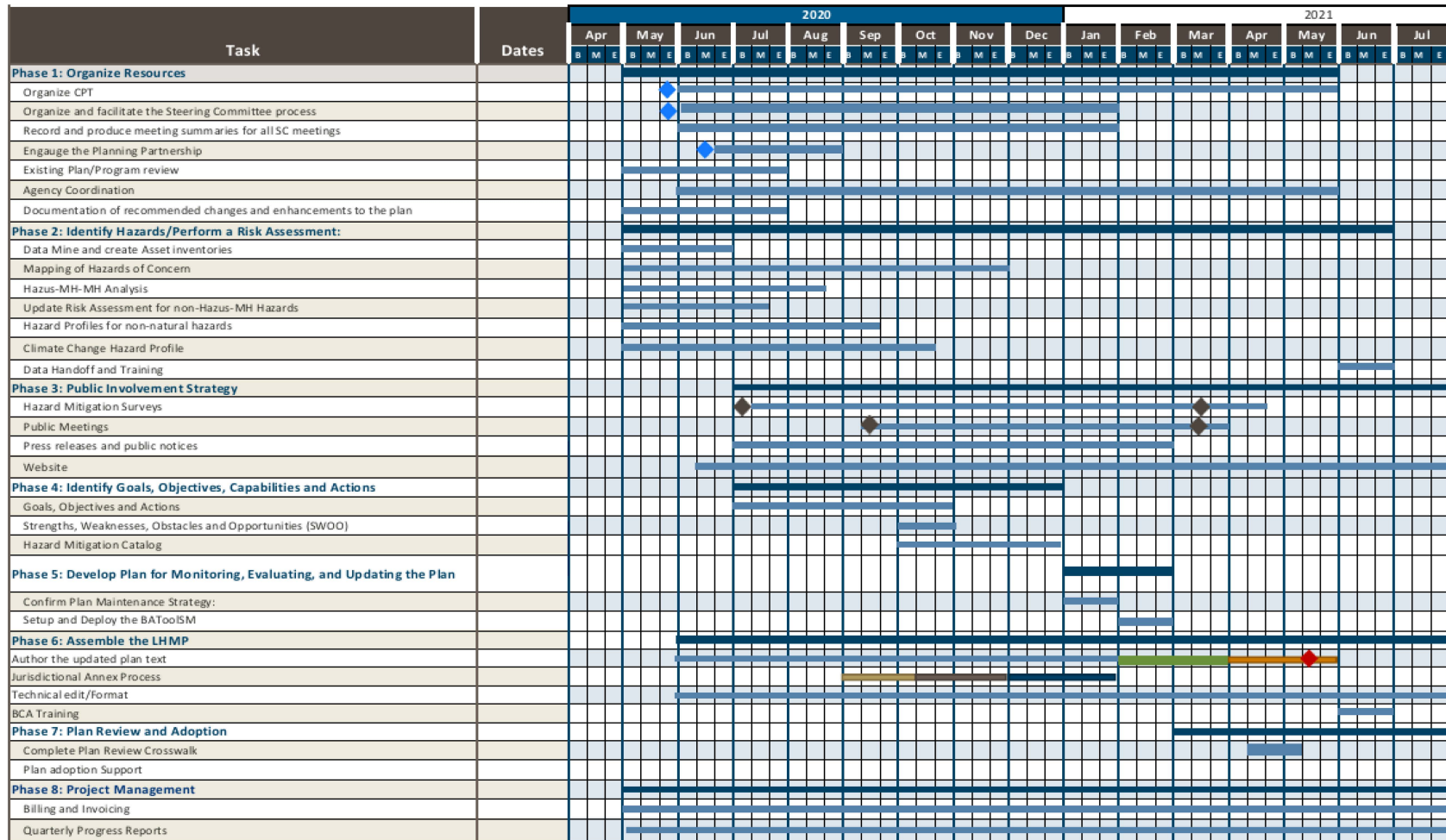
Table 1.0 Below provides the deliverable schedules for this scope of work and Figure 1.0 provides a Gantt chart this illustrates the timelines. Please not that these schedules are estimates and are contingent upon directing from both the COUNTY and the Steering Committee.

<b>Table 1.0. DELIVERABLE SCHEDULE</b>		
<b>Phase/Task</b>	<b>Deliverable</b>	<b>Schedule</b>
1A	Organize CPT	CPT to be organized within 30 days of NTP (End of May). Will Coordinate biweekly till project Completion
1B	Organize and facilitate the Steering Committee process	SC to be organized by the end of May 2020. SC meetings (a minimum of 5) to be held monthly at a standard date and time identified by the SC and published in the SC Charter. Target date for 1 <sup>st</sup> SC meeting would be mid-June 2020.
1B	Record and produce meeting summaries for all SC meetings	SC meeting agendas to be provided for posting 1 week prior to each scheduled meeting. Meeting summaries to be provided to County with 2-weeks of all SC meetings
1C	Engage the Planning Partnership	Kickoff meeting to be held in mid-June 2020. The NOI process will be targeted for completion by early August 2020.
1D	Existing Plan/Program review	Plan review to be completed by both the CPT and SC by Mid July, 2020
1E	Agency Coordination	List of coordinating agencies to be confirmed by the End of May 2020. Agency coordination will be continuous throughout the project
1F	Documentation of recommended changes and enhancements to the plan	Documentation of changes to existing plan content/Format to be confirmed by SC at their July 2020 SC meeting
2A	Data Mine and create Asset inventories	Data “wish-list” to be provided to the County by mid-May 2020. Data mine to be completed by the end of May 2020. Asset inventories. Asset Inventory to be completed by the End of June, 2020
2B	Mapping of Hazards of Concern	All County wide hazards maps to be complete by the 3 <sup>rd</sup> SC meeting, targeted for mid-August 2020. All Jurisdiction specific mapping to be completed by the phase 3 Jurisdictional Annex workshop targeted for Mid-November 2020.
2C	Hazus-MH-MH Analysis	Results from the Hazus Analyses for the Dam Failure, Earthquake, Flood hazards to be presented to the SC by their Mid-August SC meeting.
2D	Update Risk Assessment for non-Hazus-MH Hazards	Exposure Analysis for non-hazards hazards to be presented to SC at their

Table 1.0. DELIVERABLE SCHEDULE		
Phase/Task	Deliverable	Schedule
		Mid-July SC meeting
2E	Hazard Profiles for non-natural hazards	To be presented to the SC by their Mid-September SC meeting
2F	Climate Change Hazard Profile	To be presented to the SC by their Mid October SC meeting
2G	Data Handoff and Training	To be completed anytime after plan submittal to CAOES, Targeted for mid-May 2021
*Note-All phase 3 schedules are “tentative” pending SC input and review.		
3A	Hazard Mitigation Surveys	Phase 1 Survey to be deployed by early July 2020. Phase 2 Survey to be deployed as part of a Public Comment period targeted for March of 2021
3B	Public Meetings	Phase 1 Public meetings will be targeted for September 2020. Phase 2 Public Meetings will be targeted for March 2021
3C	Press releases and public notices	Initial Press release with 60 days of NTP. Second Press release a minimum of 1 week prior to phase 1 Public Meetings. Third Press release a minimum of 1 week prior to the initiation of the Draft Plan final Public Comment period (phase 2 Outreach)
3D	Website	Target to have County sponsored website setup or updated within 45 days of NTP (Mid-June 2020)
4A	Goals, Objectives and Actions	Goals to be confirmed by the SC by their 2 <sup>nd</sup> SC meeting, targeted for Mid July 2020. Objectives to be Confirmed by SC at their 3 <sup>rd</sup> SC meeting, targeted for Mid-August 2020. Status of all prior actions in the 2016 plan to be completed by planning partners under the phase 1 Jurisdictional Annex Process (see phase 6)
4B	Strengths, Weaknesses, Obstacles and Opportunities (SWOO)	SWOO session to be conducted during the Mid-October SC meeting
4C	Hazard Mitigation Catalog	Catalog to be part of the Jurisdiction Annex “toolkit” will be p[rovided to all planning partners during the Phase 3 Jurisdictional Annex Works shop targeted for Mid-November 2020
5A	Confirm Plan Maintenance Strategy:	SC to confirm plan maintenance

Table 1.0. DELIVERABLE SCHEDULE		
Phase/Task	Deliverable	Schedule
		strategy At their final SC meeting Targeted for January 2021
5B	Setup and Deploy the BATool <sup>SM</sup>	BAToolSM will be presented to the SC at their Final Meeting Targeted for January 2021
6A	Author the updated plan text	Internal Review Draft of both Volumes by early February 2021. Public Review Draft by Early March 2021. Submittal draft by mid-May 2021.
6B	Jurisdictional Annex Process	Phase 1 Jurisdictional Annex deployment by the of August 2020. Phase 2 Jurisdictional Annex deployment by Mid-October 2020. Phase 3 Jurisdictional Annex workshop targeted for early December 2020.
6C	Technical edit/Format	Constant throughout project. Specified deliverable coincides with finalization of the plan following FEMA approval
6C	BCA Training	TBD based on direction from the County. Advised to be any time after plan submittal to CAOES
7A	Complete Plan Review Crosswalk	Completed FEMA review tool to be part of submittal package to CAOES targeted for Mid-May 2020
7B	Plan adoption Support	This deliverable is contingent upon CAOES and FEMA turn-around for plan review. This schedule estimates 90 days for both agency Review (Mid-August 2020)
8A	Billing and Invoicing	Tetra Tech to submit monthly invoices with a percent-complete progress reports from NTP to FEMA APA of the Plan
8B	Quarterly Progress Reports	CAOES Quarterly Progress report schedule as follows: Jan-March, April to June, July to September, October-December

## HAZARD MITIGATION PLAN TIMELINE



### Figure 1.0. Timeline Gantt Chart

**Exhibit B**  
**FEDERAL REQUIREMENTS – FEMA**

**1. DEFINITIONS**

- 1.1 Government** means the United States of America and any executive department or agency thereof.
- 1.2 FEMA** means the Federal Emergency Management Agency.
- 1.3 Third Party Subcontract** means a subcontract at any tier entered into by Contractor or any subcontractor, financed in whole or in part with federal assistance derived from the Federal Emergency Management Agency.
- 1.4** For purposes of this Exhibit, **Contractor** means the Contractor or Consultant as identified in the Agreement, and shall sometimes be referred to as “contractor.”
- 1.5 Agreement** means that certain Agreement between the County of Sonoma (“County”) and Contractor, and to which this Exhibit is made a part.

**2. FEDERAL REQUIREMENTS**

- 2.1** Contractor acknowledges that FEMA financial assistance will be used to fund this Agreement.
- 2.2** Contractor shall at all times comply with all applicable federal laws, regulations, executive orders, Office of Budget and Management circulars, and FEMA policies, procedures, and directives, as they may be amended or promulgated from time to time during the term of this Agreement, including but not limited to those requirements of 2 C.F.R.<sup>1</sup> 200.317 through 200.326 and Appendix II to 2 CFR Part 200—“Contract Provisions for non-Federal Entity Contracts Under Federal Awards,” which is included herein by reference; and including the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990, the Civil Rights Act of 1964 (Title VI); the Civil Rights Act of 1968 (Title VIII); the Drug-Free Workplace Act of 1988; the Drug Abuse Office and Treatment Act of 1972; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970; the Public Health Service Act of 1912; the Education Amendments of 1972 (Title IX); the Equal Opportunity in Education Act; the Energy Policy and Conservation Act; the False Claims Act; the Hotel and Motel Fire Safety Act of 1990; the National Environmental Policy Act; the Rehabilitation Act of 1973; the Whistleblower Protection Act; the Hatch Act (5 U.S.C.<sup>2</sup> 1501 et seq.); and all related and Department of Homeland Security--mandated federal regulations, including 44 CFR Part 7.
- 2.3** Whether or not expressly set forth herein, all contractual provisions required by FEMA are hereby incorporated by reference. In the event of any conflict between any provision of this Agreement or any FEMA term, condition, or requirement, the stricter standard shall apply. Contractor shall refer any inconsistency or perceived inconsistency between this Agreement and any federal requirement to County for guidance. Contractor shall not perform any act, fail to perform any act, or refuse to

---

<sup>1</sup> Code of Federal Regulations (“CFR”).

<sup>2</sup> United States Code (“USC”).

comply with any requests that would cause County to be in violation of any FEMA term, condition, or requirement.

- 2.4** Contractor acknowledges that this Agreement may be subject to grant assurances mandated by funding federal agencies. In such event, this Agreement shall be subject to and subordinate to all such grant assurances in effect at all times during the term of this Agreement. Any grant assurances mandated by any federal funding agency for inclusion after the execution date of this Agreement shall be deemed by the parties to have been incorporated herein.
- 2.5** Contractor must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.
- 2.6** The Government shall enjoy the right to seek judicial enforcement of any law, regulation, condition, or provision stated herein.
- 2.7** Drug-free workplace. Contractor acknowledges County maintains a drug-free workplace plan. Contractor shall comply with applicable requirements of that plan and otherwise comply with applicable requirements of the Drug-Free Workplace Act of 1988 (41 USC 701-707).
- 2.8** Contractor shall ensure it has the necessary processes and systems in place to comply with applicable federal reporting requirements, including those contained in 2 CFR Part 170 as applicable.
- 2.9** Whistleblower Protections. Contractor shall inform all its employees in writing of the rights and remedies provided under the federal Whistleblower Protection Act, including 41 USC 4712.
- 2.10** Repair or Construction Activity. For all repair or construction activity done pursuant to this Agreement (if applicable), all such repair or construction shall be carried out in accordance with applicable standards of safety, decency, and sanitation and in conformity with applicable codes, specifications and standards, including those required pursuant to 44 CFR 206.400.
- 2.11** The Contractor agrees to include the above clauses in each Third Party Subcontract such that all provisions will equally apply to the subcontractor. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject thereto.

### **3. ACCESS TO RECORDS**

- 3.1** Contractor and its successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Government access to records, accounts, documents, information, facilities, and staff, including compliance review, investigation, evaluation, documentation and reporting requirements.
- 3.2** The Contractor agrees to provide the County, FEMA, the Comptroller General of the United States or any their authorized representatives access to any books, documents, papers, and records of the Contractor which are related to this Agreement, for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor



agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

- 3.3** The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under this Agreement.
- 3.4** The Contractor agrees to maintain all books, records, accounts, and reports required under this Agreement for a period of not less than five years after the later of: (a) the date of termination or expiration of this Agreement or (b) the date all projects, programs, and close outs are completed, except in the event of audit, litigation, or settlement of claims arising from this Agreement, in which case, Contractor agrees to maintain same until the County, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto. Contractor shall grant County the option of retention of the records, books, papers, and documents in unalterable, electronic form if Contractor elects to dispose of said documents following the mandatory retention period.
- 3.5** The requirements set forth above are all in addition to, and should not be considered to be in lieu of, any more stringent requirement set forth in the Agreement.

#### **4. DEBARMENT AND SUSPENSION**

- 4.1** This Agreement is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 CFR 180.995), or its affiliates (defined at 2 CFR 180.905) are excluded (defined at 2 CFR 180.940) or disqualified (defined at 2 CFR 180.935). Covered transactions shall not be entered into with excluded or disqualified persons or with parties listed on the Government's Excluded Parties List System in the System for Award Management (SAM). The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority. (2 CFR Part 200 Appendix II, (I)). No entity, including subcontractors, may receive any federal funds through this Agreement unless the entity has provided its unique entity identifier to County.
- 4.2** Contractor represents and warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension" or Executive Order 12689, and that it is not on the Excluded Parties List System in the System for Award Management (SAM) or on any comparable list of precluded persons, entities, or facilities. Contractor agrees that neither Contractor nor any of its third party subcontractors shall enter into any third party subcontracts for any of the work under this Agreement with a third party who is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under executive Order 12549 or any federal regulation, including 2 CFR Part 200. Gov. Code § 4477.
- 4.3** The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. Contractor agrees to the provisions of Exhibit B-1,

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion— Lower Tier Covered Transactions, attached hereto and incorporated herein. For purposes of this Agreement and Exhibit B-1, Contractor is the “prospective lower tier participant.”

- 4.4** The Contractor agrees to include the above paragraphs in each Third Party Subcontract such that all provisions will equally apply to the subcontractor. It is further agreed that the paragraphs shall not be modified, except to identify the subcontractor who will be subject to its provisions.
- 4.5** This certification is a material representation of fact relied upon by County. If it is later determined that the Contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the County, the Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 4.6** The bidder or proposer agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**5. NO FEDERAL GOVERNMENT OBLIGATIONS TO CONTRACTOR**

- 5.1** The County and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Government, the Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the County, Contractor, or any other party (whether or not a party to this Agreement) pertaining to any matter resulting from the Agreement.
- 5.2** The Contractor agrees to include the above clause in each Third Party Subcontract such that all provisions will equally apply to the subcontractor. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject thereto.

**6. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE** (all construction contracts awarded meeting the definition of “federally assisted construction contract” under 41 CFR 61-1.3)

Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60). 41 CFR 60-1.4 is hereby incorporated by reference.

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

- 6.1** The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The 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, sexual orientation, gender identity, 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. The 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.

- 6.2** The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 6.3** The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 6.4** The 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 the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 6.5** The 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.
- 6.6** The 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.
- 6.7** In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the 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 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.

**6.8** The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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. The 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, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**7. NONDISCRIMINATION CLAUSE**

**7.1** Contractors and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition, age, marital status, denial of family care leave, or based on any other prohibited basis.

**7.2** Contractors, and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

**7.3** Contractor shall comply with the applicable provisions of the Fair Employment and Housing Act (Gov. Code § 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

**7.4** The Contractor agrees to include the above clauses in each Third Party Subcontract such that all provisions will equally apply to the subcontractor. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject thereto.

**8. CONTRACT WORK HOURS AND SAFETY STANDARDS** (all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, but not to purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence)

**Compliance:** Contractor and all subcontractors shall comply with the Contract Work Hours and Safety Standards Act, 40 USC 3701 through 3708 (including sections 3702 and 3704), as supplemented by Department of Labor regulations at 29 CFR Part 5, which are incorporated hereto. CFR Contractor and all subcontractors shall compute

the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Contractor shall not require any laborer or mechanic employed in the performance of the contract to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to health or safety.

- A. Overtime:** No contractor or subcontractor contracting for any part of the work under this Agreement which may require or involve the employment of laborers or mechanics (including watchmen and guards) shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages:** In the event of any violation of the provisions of Paragraph B, the contractor or any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor or subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions of paragraph B in the sum of \$25 for each calendar day on which such employee was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by paragraph B.
- C. Withholding for unpaid wages and liquidated damages:** The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph C of this section.
- D. Subcontracts:** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs A through D of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A through D of this section.

Further requirements are contained in the Davis-Bacon provisions (see 29 CFR 5.5(a)) stated further herein and are incorporated here by reference.

## **9. NOTICE OF REPORTING REQUIREMENTS**

**9.1** Contractor acknowledges that it has read and understands the reporting requirements of FEMA, including the "SF-425 Federal Financial Report Filing Instructions" (available at <https://www.fema.gov/media-library/assets/documents/28389>). Contractor agrees to comply with all applicable reporting requirements, including those contained in any

grant terms and conditions, notices of funding opportunity, or any program guidance associated with any FEMA funding related to this Agreement.

- 9.2** The Contractor agrees to include the above clause in each Third Party Subcontract such that all provisions will equally apply to the subcontractor. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject thereto.

**10. NOTICE OF REQUIREMENTS PERTAINING TO COPYRIGHTS**

- 10.1** Contractor agrees that FEMA shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:

**10.1.1** The copyright in any work developed with the assistance of funds provided under this Agreement;

**10.1.2** Any rights of copyright to which Contractor purchases ownership with the assistance of funds provided under this Agreement.

- 10.2** The Contractor agrees to include the above paragraph in each Third Party Subcontract such that all provisions will equally apply to the subcontractor. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject thereto.

- 11. PATENT RIGHTS** (contracts meeting the definition of “funding agreements” (see 37 CFR Part 401) for experimental, research, or development projects financed by FEMA)  
-Not applicable-

**12. ENERGY CONSERVATION REQUIREMENTS**

- 12.1** The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201).

- 12.2** The Contractor agrees to include the above paragraph in each Third Party Subcontract such that all provisions will equally apply to the subcontractor. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject thereto.

- 13. CLEAN AIR AND WATER REQUIREMENTS** (all contracts and subcontracts in excess \$150,000, including indefinite quantities where the amount is expected to exceed \$150,000 in any year)

- 13.1** Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q), as amended, and the Federal Water Pollution Control Act as amended (33 USC 1251-1388) (as all or any may be amended), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

- 13.2** Contractor agrees to report each violation of these requirements to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FEMA and the appropriate EPA regional office.

**13.3** The Contractor agrees to include the above paragraphs in each Third Party Subcontract exceeding \$150,000, such that all provisions will equally apply to the subcontractor. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject thereto.

**14. TERMINATION FOR CONVENIENCE OF COUNTY** (all contracts in excess of \$10,000)

For construction contracts, see Section 8 of the 2015 Standard Specifications, as may be modified by County's applicable Notice to Bidders, Special Provisions, and Addenda.

For services contracts, see Article 4 of the "Standard Professional Services Agreement."

**15. TERMINATION FOR DEFAULT** (all contracts in excess of \$10,000)

Contractor's failure to perform or observe any term, covenant or condition of this Agreement shall constitute an event of default under this Agreement.

For construction contracts, see Section 8 of the 2015 Standard Specifications, as may be modified by County's applicable Notice to Bidders, Special Provisions, and Addenda.

For services contracts, see Article 4 of the "Standard Professional Services Agreement."

**16. CHANGES**

For construction contracts, see Sections 4-1.05, 4-1.06, 4-1.07, and 8 of the 2015 Standard Specifications, as may be modified by County's applicable Notice to Bidders, Special Provisions, and Addenda.

For services contracts, see Article 8 of the "Standard Professional Services Agreement."

**17. LOBBYING (Byrd Anti-Lobbying Amendment, 31 USC 1352 (as amended))** (all contracts and subcontracts in excess of \$100,000)

**17.1** Contractor shall not use or expend any funds received under this Agreement with any person or organization to influence or attempt 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 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.

**17.2** Contractor agrees to the provisions of Exhibit C-2, Certification Regarding Lobbying, attached hereto and incorporated herein, and shall obtain such certifications for all subcontracts in excess of \$100,000. 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 USC 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.

**17.3** Contractor agrees to include the above paragraphs in each Third Party Subcontract such that all provisions will equally apply to the subcontractor. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject thereto.

## **18. MBE / WBE REQUIREMENTS**

Contractor shall make good faith effort and take all necessary affirmative steps (including those listed in 2 CFR 200.321) to assure that Minority and Women's Business Enterprises and labor surplus area firms are used when possible. Failure to engage in such affirmative steps shall be considered as a material breach of the contract.

Contractor, and all its subcontractors, must take all affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible, including as sources of supplies, construction, equipment, or services. These affirmative steps must be documented and reported. Failure of Contractor or any subcontractor thereof to take the following steps shall be deemed a material breach of this Agreement:

- A.** Place qualified small and minority businesses and women's business enterprises on solicitation lists;
- B.** Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C.** Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- D.** Establish delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- E.** Use the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

If subcontracts are to be let, Contractor shall take the affirmative steps listed above and as otherwise required by 2 CFR 200.321.

## **19. PROCUREMENT OF RECOVERED MATERIALS**

**19.1** Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a



satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**19.2** In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

**19.2.1** Competitively within a timeframe providing for compliance with the contract performance schedule;

**19.2.2** Meeting contract performance requirements; or

**19.2.3** At a reasonable price.

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>.

**19.3** The Contractor agrees to include the above clauses in each Third Party Subcontract such that all provisions will equally apply to the subcontractor. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject thereto.

**20. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

The Contractor acknowledges that 31 USC Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.

**21. COUNTY SEAL, LOGO, AND FLAGS**

The Contractor shall not use the County seal(s), logos, crests, or reproductions of flags or likenesses of County agency officials, including those of FEMA or the United States Coast Guard, without specific FEMA pre-approval.

**22. DAVIS-BACON ACT AND COPELAND ANTI-KICKBACK ACT** (all prime construction, repair, or alteration contracts in excess of \$2,000 funded under the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program [unless other grant or state/local law require independently])

a. Compliance with the Davis –Bacon Act:

Contractor shall comply with the Davis-Bacon Act (40 USC 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 CFR Part 5 (Labor Standards

Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction), and shall comply with all of the following:

29 CFR 5.5(a):

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ( 29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall

approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage

determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program

described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.



(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7.. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

b. Compliance with the Copeland "Anti-Kickback" Act (required for all Davis-Bacon contracts, and for contracts for construction or repair of public work financed in whole or part by federal loan or grant):

(1) Contractor. The contractor shall comply with 18 USC 874, 40 USC 3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 CFR 5.12.

**23. BONDS** (all construction or facility improvement contracts, or any subcontracts thereof, exceeding \$150,000)

Unless otherwise excepted in writing by County, for construction or facility improvement contracts exceeding \$150,000, or any subcontracts thereof in excess of \$150,000, Contractor shall obtain and maintain bonds as follows:

**23.1** A performance bond for 100 percent of the Agreement price, and

**23.2** A payment bond for 100 percent of the Agreement price.

**24. POLITICAL ACTIVITIES**

Contractor understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government without the express prior written approval of the County.

## **Exhibit B-1**

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

(Lower Tier refers to the agency or Contractor receiving Federal funds, as well as any subcontractors that the agency or Contractor enters into contract with using those funds)

As required by Executive Order 12549, Debarment and Suspension, as defined at 44 CFR Part 17, County may not enter into contract with any entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. Contractor is required to sign the certification below which specifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal agency. It also certifies that Contractor will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any Contractor that is debarred, suspended, or ineligible under 44 CFR Part 17.

#### **Instruction for Certification**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definition and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and

Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction originated may pursue available remedies, including suspension and/or debarment.

***Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion – Lower Tier Covered Transactions***

1. The prospective lower tier participant certifies, by submission of its proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



---

Contractor Signature

03/27/2020

---

Date

**Exhibit B-2**

**CERTIFICATION REGARDING LOBBYING**

*Certification for Contracts, Grants, Loans, and Cooperative Agreements*

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person or organization 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 or organization 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. If any registrant under the Lobbying Disclosure Act of 1995 has made lobbying contacts on behalf of the undersigned with respect to 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.
4. 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, loan, 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 section 1352, title 31, U.S. Code (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. An imposition of a civil penalty under this subsection does not prevent the United States from seeking any other remedy that the United States may have for the same conduct that is the basis for the imposition of such civil penalty.

The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 USC 3801 *et seq.*, apply to this certification and disclosure, if any.



---

Contractor Signature

03/27/2020

---

Date