

COUNTY OF DEL NORTE

Office of Emergency Services

981 H Street, Suite 240

Crescent City, CA 95531

REQUEST FOR PROPOSALS

PROFESSIONAL SERVICES TO UPDATE THE LOCAL MULTI-JURISDICTION HAZARD MITIGATION PLAN



Funded through a subaward of Hazard Mitigation Grant Program (ALN 97.039) funding and Prepare CA Match funding

Notice is Given - The Del Norte County Office of Emergency Services will receive Proposals for Professional Services to update the Local Multi-Jurisdiction Hazard Mitigation Plan.

Date of RFP Issue – March 12, 2024

Proposals Submission Deadline – April 3, 2024 by 3p.m.

Mail your Proposal to:

Del Norte County Office of Emergency Services
981 H Street, Suite 240
Crescent City CA 95531

OR

Submit your Proposal via Email to: Deborah.Otenburg@co.del-norte.ca.us

AND

C.Smith@co.del-norte.ca.us

INTRODUCTION AND PURPOSE

Del Norte County is a rural, coastal county located in far northern California, bordered by Oregon to the north, Siskiyou County to the east, Humboldt County to the south, and the Pacific Ocean to the west. The County has a population of 27,082 people (2022 Census), and is ranked 94.62 overall on the Social Vulnerability Index (2020 CDC SVI). Del Norte is the 42nd largest county in California by total area, and contains 1006.2 square miles of land area. While hazards vary across the planning area, top identified natural hazards in the County include earthquake, tsunami, severe weather, wildland fire, flood, landslide, drought, sea level rise, and dam failure. Notable historical events include the 1964 tsunami that impacted coastal Del Norte and the 2023 Smith River Complex fires that impacted inland areas.

The Del Norte County Office of Emergency Services is requesting proposals to contract with a qualified Consultant to lead the preparation of an update to the Del Norte County Operational Area 2019 Multi-Jurisdiction Hazard Mitigation Plan (MJHMP). The purpose of this Request for Proposal (RFP) is to define Del Norte County's minimum requirements, solicit proposals, and gain adequate information by which the County may evaluate the services rendered by Proposers. Hazard Mitigation Plans are required to be updated on a five-year cycle. The County's current (2019) MJHMP will expire in 2024. The 2019 plan is available to view at <https://www.co.del-norte.ca.us/departments/EmergencyServices>

This project is being funded through the Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP), with matching funds from Prepare California Match. The project will result in a comprehensive, County-wide, local/tribal, multi-jurisdictional, multi-hazard, FEMA-approved Hazard Mitigation Plan update.

PROJECT DESCRIPTION AND SCOPE OF WORK

The goal of this planning effort is to examine and update data for the hazards that could impact the planning area to determine the level of risk, update population and development data for the planning area, update the identification of actions and activities to reduce hazard losses, develop and document collaborative mitigation strategies with continuing and new Planning Partners, and engage County residents in the process of updating and implementing the plan.

Planning Partners in the updated MJHMP will include the unincorporated County, the City of Crescent City (the only incorporated city in Del Norte County), Elk Valley Rancheria (a federally recognized tribe), and eight special purpose districts. The Consultant will prepare an annex (or annex update, for continuing partners) for each participant, along with an overall, area-wide base plan update.

The Del Norte County Office of Emergency Services (OES) will coordinate the assembly and commitment of the core planning team, Planning Partners, and plan stakeholders. Along with the selected Consultant and all Planning Partners, Del Norte OES will provide public notice, promote public outreach, and provide opportunity for public comment during planning phases

requiring such notice.

The selected Consultant will:

- Author the plan update.
- Follow State & Federal guidance to ensure all Hazard Mitigation Plan requirements are met.
- Coordinate project management and timelines.
- Establish and maintain communications with Planning Partners and ensure that timelines and expectations are communicated and adhered to throughout the planning process.
- Receive and compile pertinent information from Planning Partners.
- Conduct a comprehensive review of the existing MJHMP and related plans, such as the State Hazard Mitigation Plan.
- Document each step of the planning process including meetings, attendance, discussion and outcomes.
- Secure qualified technical specialists and subject matter experts approved by the planning team (Del Norte OES and Planning Partners) to inform all technical aspects of the updated plan.
- Work with subcontracted consultants and subject matter experts to identify and amend portions of the previous plan requiring updates due to changed circumstances or new data, inaccuracies, or new tools or technology. Work with the same to assist Planning Partners not included in the existing plan through new hazard and risk assessments, vulnerability assessments, and capability analyses.
- Plan, facilitate, and lead meetings and workshops with Planning Partners, stakeholders, and the public. The planning process will include between six and twelve meetings including Planning Partners, stakeholders, and/or the public. The Consultant will attend all meetings and no fewer than three meetings in person in Del Norte County.
- Update or develop hazard and risk assessments, local vulnerability and capability analyses, and mitigation strategies, including for the base (Operational Area) plan and for all participating annexes.
- Provide analysis of additional hazards not included in the existing plan, including technological and human-caused hazards.
- In compliance with SB 379 and SB 1000, include analysis of the effects of climate change and pollution throughout plan elements, including their effects on disadvantaged communities.
- Create public surveys, and compile, analyze, and report all public comments and suggestions received in the plan document.
- Work with Del Norte OES and Planning Partners to inform and engage the community in the hazard mitigation process, and to solicit and incorporate stakeholder and public feedback at all stages of the planning process.

- Work with Planning Partners to conduct a performance review of the status and progress of previously identified projects and to determine which incomplete projects or initiatives should be carried forward.
- Work with Planning Partners to develop appropriate new mitigation projects or initiatives aligning with risk assessments and cost/benefit analyses.
- Produce a draft MJHMP update for review and approval by jurisdictional partners' governing bodies, Cal OES, and FEMA.
- As a final product, produce a Multi-jurisdictional Hazard Mitigation Plan update that meets all requirements for FEMA approval.

The Risk Assessment and Vulnerability Analysis will:

- Include risk assessments and rankings for the Operational Area and each participating jurisdiction, including hazard identification and profiling; assessment of the impacts of hazards on physical, social, and economic assets (including critical infrastructure); life safety, health and safety impacts of identified hazards (including impacts on community lifelines); identification of particular areas of vulnerability; and the estimated costs of potential damage.
- Include a description of the type, location, and extent of natural, technological, and human-caused hazards that can impact the planning area. Include a rationale for omission of any hazards commonly recognized to affect the planning area.
- Point out hazard and vulnerability similarities and differences between the base Operational Area (OA) plan and annex plans.
- Incorporate any credible new technical data (such as through recent census data or through updated flood, tsunami, or wildfire hazard maps).
- Include HAZUS modeling (Level 2 or 3, depending on cost). **Proposals should include options for both Level 2 and Level 3 HAZUS modeling, including cost breakdowns.**
- Include available local data and list historical hazard occurrences in the planning area (incidents leading to County, State or Federal proclamations/declarations and other significant incidents).
- Describe and demonstrate the extent of identified hazards on a scientific scale. Include an analysis using historical data and modeling of the probability of future events of the identified hazards. Results will be quantitatively defined (such as 50% chance of occurring at X level over the next five years).
- Include maps to show spatial extent of hazards for each participating annex.
- Identify and map emergency evacuation routes, including route capacity, safety, and viability under a range of emergency scenarios.
- Identify and map residential areas with fewer than two evacuation routes.
- Describe the effects of future conditions, including climate change (i.e. long-term weather patterns, average temperature, sea level rise, etc.) on the type, location, and range of anticipated intensities of identified hazards.

- Address repetitively flooded NFIP-insured structures by estimated number and structure type.
- Describe the potential impacts on each participating jurisdiction and its identified assets. Impacts will take into account the effects of climate change, changes in population patterns (migration, density, or the makeup of socially vulnerable populations), and changes in land use and development trends.
- Contain an inventory of the number and type of structures at risk for each identified hazard in the planning area, and for those outside of the planning area that may be impacted by the hazards. Include the identification of and potential impacts on critical facilities.
- Include social vulnerability data, and emphasize heightened hazard risk to people with access and functional needs (AFN).
- Describe the impacts of potential future hazard occurrences on the natural, historic, and cultural resources of the planning area, and on activities that hold meaning to the community.
- Explain uncertainties and limitations of the analysis, such as missing, inadequate, or outdated data.

The Capability Assessment will:

- Involve compiling an inventory of each participating jurisdiction's existing authorities and capabilities, including the jurisdiction's mission, programs and policies, and its capacity to carry them out.
- Include legal and regulatory capabilities of each participating jurisdiction (zoning, ordinances, building codes, etc.).
- Include fiscal capabilities of each participating jurisdiction, including grant-funding eligibility.
- Include administrative and technical capabilities of participating jurisdictions (the adequacy of personnel resources, including technical experts, grant writers, engineers, etc. to implement mitigation projects).
- Include assessment of jurisdictions' current NFIP status and compliance.
- Include public outreach capabilities of participating jurisdictions, including personnel, for the implementation of education-based mitigation strategies.
- Include each jurisdiction's participation in mitigation programs, such as Tsunami Ready or Storm Ready programs, Firewise USA, etc.
- Include development and permitting capabilities of participating jurisdictions.
- Include the adaptive capacity of participating jurisdictions (ability to anticipate future conditions and take action to reduce impacts, including climate change impacts).
- Include the opportunity for jurisdictions to integrate the updated MJHMP into identified legal/regulatory capabilities.

The Mitigation Strategy Section will:

- Include a review and status update of mitigation actions selected in the 2019 MJHMP for each returning Planning Partner.
- Contain a discrete mitigation strategy for each Planning Partner, including at least one mitigation strategy for each identified hazard.
- Describe the criteria used for prioritizing mitigation actions.
- Include the prioritization of all proposed mitigation actions based upon the results of benefit-cost analyses.
- Identify the party responsible for administering each action.
- Include expected completion timelines for each identified action.
- Identify specific grants that may be available to fund proposed mitigation projects.
- Develop goals consistent with the hazard identification and risk assessment findings. These will be broad, long-term policy and vision statements explaining what will be achieved by implementing the mitigation strategy.
- Analyze a comprehensive range of actions (i.e. plans, policies, structural retrofits, natural systems protection, awareness campaigns, etc.) to reduce local hazards and risk.
- Document mitigation actions considered and the justification for the selected actions.
- Include documentation of public and stakeholder input on considered and selected actions.
- Improve upon the previous MJHMP through deep consideration of the population, especially underserved and socially vulnerable community members.
- Document mitigation actions considered and the reasons for the chosen mitigation actions.
- Explain any mitigation actions chosen in the previous MJHMP that are not completed or carried forward.
- Identify the local planning mechanisms were hazard mitigation actions and information may be integrated.
- Include a method and schedule for plan review and maintenance.
- Include information on how Planning partners will continue to engage the public in mitigation planning and strategies through the life cycle of the plan.

The final plan update will comply with FEMA's mitigation planning requirements in 44 CFR 201, and will follow guidance of FEMA's 2023 Local Mitigation Planning Handbook; 2022 FEMA Local Mitigation Planning Policy Guide; 2017 Tribal Mitigation Plan Review Guide; and 2019 Tribal Mitigation Planning Handbook to ensure the award results in a FEMA-approved MJHMP. Complying with AB 2140, the approved plan will be adopted into the Safety Element of the participating jurisdictions' General Plans (where applicable).

TIMELINE and DELIVERABLES

1. Kick-off meeting to be conducted no later than thirty (30) days from award.

2. No later than three (3) months from award the consultant will deliver
 - a. Documentation of the comprehensive review of the existing MJHMP and related plans, such as the State Hazard Mitigation Plan.
 - b. Documented review and status update of mitigation actions selected in the 2019 MJHMP for each returning Planning Partner.
 - c. Initial crosswalk of the 2019 plan documenting all current relevant planning requirements, guides, legislation, etc.
3. HAZUS modeling should be completed no later than six (6) months from award
4. No later than nine (9) months from award the consultant will deliver
 - a. Draft Hazard Mitigation Plan
 - b. Updated crosswalk that shows how/where the Draft 2024 plan addresses all current relevant planning requirements, guides, legislation, etc.
5. A final draft of the Hazard Mitigation Plan including a presentation to and approved by the Board of Supervisors, no later than eleven (11) months from award.
6. Meeting agendas should be provided at least three (3) working days prior to each meeting.
7. Documentation for each step of the planning process including meeting minutes, attendance records, discussion and outcomes to be provided within five (5) working days of each meeting.
8. Progress reports, at least monthly.
9. Timely and adequate response to inquiries and comments from the County.
10. Final plan to be provided digitally in both Word and PDF formats, as well as three (3) bound hardcopies. All other deliverables shall be submitted digitally in either Word or PDF format.

QUALIFICATIONS, BACKGROUND AND EXPERIENCE

- Knowledge and experience in all-hazards emergency management concepts;
- Demonstrated understanding of Hazard Mitigation concepts;
- Experience with Hazard Mitigation plan development for a public or quasi-governmental entity or agency;
- Strong ability to facilitate successful stakeholder input processes;
- Ability to write in a way that is understandable to both professionals in the field and lay persons.
- At least two (2) references from former clients should be included with the proposal. Prior to the contract award Del Norte OES will require provided references complete a questionnaire.

PROPOSAL FORMAT AND CONTENT

All proposals must include the following components and organizational structure:

1. Executive Summary
2. Company Profile, Qualifications & Experience
3. Technical Proposal/Scope of Work
4. Cost/Fee Proposal
5. Timeline for Completion

PROPOSALS QUESTIONS AND SUBMITTAL

Questions regarding the RFP content must be submitted by email to Deborah Otenburg at deborah.otenburg@co.del-norte.ca.us no later than March 27, 2024 at 3:00 PM. Respondents should also email the above address to register to receive any addendum.

Respondents must submit one (1) original signed by the individual or authorized representative. All proposals shall be submitted on letter-sized media, pages numbered numerically, preferably on recycled paper. The outside of the submission envelope must be sealed and clearly marked “Proposal for Professional Services to update the Local Multi-Jurisdiction Hazard Mitigation Plan”. Proposals must either be submitted to Del Norte County Office of Emergency Services, Attn: Christina Smith, 981 H Street, Suite 240, Crescent City, California, 95531 or via email to deborah.otenburg@co.del-norte.ca.us and C.Smith@co.del-norte.ca.us . Email proposals must be either Word or PDF documents that are sized to print on letter-sized media, pages numbered numerically. **Proposals must be received no later than April 3, 2024 at 3:00 PM.**

EVALUATION/SELECTION CRITERIA

Respondents will be evaluated on their responses to the following categories and criterion for selection on a raw-score basis:

- | | | |
|----|-------------------------------|---------------|
| 1. | Work Plan Detail | 1 to 5 points |
| 2. | Best Value | 1 to 5 points |
| 3. | Overall Quality | 1 to 5 points |
| 4. | Qualifications and Experience | 1 to 5 points |
| 5. | Attention to Inclusivity | 1 to 5 points |

METHOD OF AWARD

Only those proposals that adhere to all deadline and content requirements will be considered. . All proposals that meet the minimum requirements will be reviewed by a panel of staff and independently scored according to the criteria above. The panel may opt to conduct interviews of the top scoring candidates, and award additional points, up to five, based on the clarifying questions asked at the interview. The panel will make a selection based on the evaluation process. The panel will inform the respondents of the staff’s decision via a Notice of Selection. For purposes of this RFP, “award” is defined as the right to negotiate a contractual relationship

with Del Norte County for services identified in the RFP. Award does not constitute an acceptance of a contract offer.

DISCLAIMERS, RESERVATION OF RIGHTS, AND CONFLICTS OF INTEREST

Upon receipt, each proposal becomes the sole property of the County of Del Norte and will not be returned. Each respondent is solely responsible for the costs incurred in preparing and submitting a proposal. The County reserves, in its sole discretion, the right to reject any and all proposals, to cancel or postpone the RFP or the project, and to decline to award an agreement to any of the respondents. The County reserves the right to waive any immaterial irregularities in a proposal or submission of a proposal. The County reserves the right to reject any proposal that is determined to contain false, misleading, or materially incomplete information.

This RFP process will be conducted in compliance with all laws regarding political contributions, conflicts of interest, or unlawful activities. County of Del Norte employees are prohibited from participating in the selection process for this RFP if they have any financial or business relationships with any respondent. Respondents are responsible for understanding the law prior to submitting a proposal, and should not submit a proposal if to do so would be counter to County policy or state law.

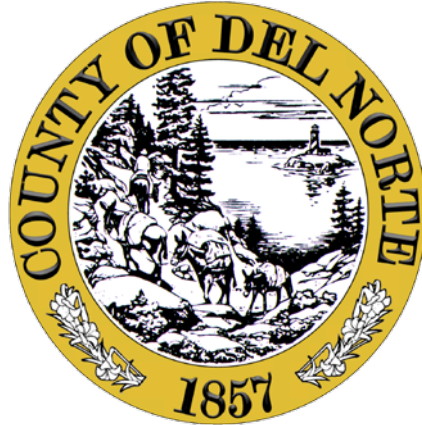
PROTEST PROCEDURES

Any protest challenging the County's selection or the selection process must be submitted within five business days following staff's Notice of Selection, which will be sent to all respondents via email. The protest must be in writing via email to delnorteoes@co.del-norte.ca.us and must clearly specify the basis for the protest. The protest will be reviewed by the County Administrative Officer or their designee and the County Counsel's office and their determination on the protest is final. No public hearing will be held on the protest. The County reserves the right to proceed with award of the agreement and commencement of the services notwithstanding any pending legal challenge.

ATTACHMENTS

Proposed Agreement

Period of _____ through _____



Del Norte County Contract No.: _____

Agreement for _____

Contractor: _____

Address: _____

AGREEMENT FOR

This Agreement for _____ ("Agreement") is made as of the Effective Date set forth below by and between the County of Del Norte, a political subdivision of the State of California ("the County"), and , _____ hereinafter referred to as "Contractor."

In consideration of the Services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

OPERATIVE PROVISIONS

1. SERVICES.

Contractor will provide those services described in Attachment "A", ("Services").

2. TERM.

Effective Date: _____

Termination Date: _____

The term of this Agreement (the "Term") shall be the period between the Effective Date and the Termination Date.

3. PAYMENT

The County will pay Contractor for Services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B" will be the only payment made to Contractor for services rendered pursuant to this Agreement. Contractor will submit all billings for said services to the

County in the manner specified in Attachment "B".

4. RENEWAL

This contract does not renew.

5. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF PARTIES

Contractor will, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing Services pursuant to this Agreement.

6. GENERAL PROVISIONS

The general provisions set forth in Attachment "C" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other term or condition insofar as it is inconsistent with the general provisions.

7. DESIGNATED REPRESENTATIVES

All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as stated below, who shall be considered the designated representatives of each party for all purposes. Changes in designated representatives shall occur only by advance written notice, of at least fourteen (14) days, to the other party.

The representative of the COUNTY:

The representative of the CONTRACTOR:

8. ATTACHMENTS

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

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9. TERMINATION

a. **Written Notice.** This Contract may be terminated by either party, in its sole

discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.

b. Failure to Perform. County, upon written notice to Contractor, may immediately terminate this Agreement should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance shall be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.

c. Cessation of Funding. Notwithstanding Paragraph 9.a. above, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this _____ day

of _____ ,

COUNTY OF DEL NORTE _____

Chair, Board of Supervisors _____

ATTEST:

KYLIE GOUGHNOUR
Clerk of the Board

Attachment A – Services

- A.1. **Scope of Services and Duties**
- A.2. **Time for Services Rendered**
- A.3. **Manner in which Services are to be Provided**
- A.4. **Facilities Furnished by the County**

Attachment B – Payment

- B.1. Base Contract Fee.**
- B.2. Travel Costs.**
- B.3. Authorization Required.**

Attachment C – General Provisions

C.1. Indemnification.

Contractor agrees to defend, indemnify, and hold harmless the County, and its appointees, agents, employees, and officers, from any losses, damages, liabilities, claims, actions, judgments, court costs and legal or other expenses (including without limitation costs of litigation), of every nature which may arise in connection with Contractor's performance under this Agreement, except claims arising out of the sole negligence or sole willful misconduct of the County or its officers or employees. If any attorney, including the Del Norte County Counsel, is assigned by the County to enforce, construe, or defend any provision of this paragraph, with or without the filing of any legal action or proceeding, Contractor will pay to the County, immediately upon demand, the amount of all attorneys' fees and costs incurred by the County in connection therewith.

Notwithstanding the foregoing, if Contractor performs design professional services, the duty to indemnify and defend will be limited to the broadest possible indemnification allowed by Civil Code 2782.8, the provisions of which are deemed incorporated by reference into this agreement.

C.2. Insurance

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

a. Minimum Scope of Insurance:

- i. General Liability: Insurance coverage on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than one million (\$1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

- ii. Automobile Liability: Insurance covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than one million (\$1,000,000) per accident for bodily injury and property damage.
- iii. Workers' Compensation: As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than one million (\$1,000,000) per accident for bodily injury or disease.
- iv. Workers' Compensation and Employer's Liability Insurance is not required if the Contractor provides written verification it has no employees.
- v. Professional Liability: Insurance appropriate to Contractor's profession, with a limit of no less than two million (\$2,000,000) per occurrence or claim, two million (\$2,000,000) aggregate.

b. Other Insurance Provisions:

- i. If the Contractor maintains broader coverage and/or higher limits than the minimums required in this Agreement, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County. No representation is made that the minimums required in this Agreement are sufficient to cover the indemnity or other obligations of the Contractor under this Agreement.
- ii. Claims-made policies must be declared to and approved by the County's Risk Management division prior to the execution of this agreement.
- iii. The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the Commercial General Liability policy with respect to liability arising out of work or operations performed by or

on behalf of the Contractor.

- iv. For any claims related to this Agreement, the Contractor's insurance coverage shall be primary coverage as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County shall be excess of the Contractor's insurance and shall not contribute with it.
- v. Each insurance policy required above shall provide that coverage shall not be canceled, except with written notice to the County thirty days prior to the policy's termination date.
- vi. Contractor hereby grants to the County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- vii. The Contractor shall furnish the County with Certificates of Insurance including all required amendatory endorsements or copies of the applicable policy language affecting coverage required by this clause. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies and endorsements required by these specifications, at any time.

C.3. Personnel.

Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. All of the services required hereunder will be performed by Contractor or under its supervision, and all personnel engaged in the work will be qualified to perform such services.

C.4. Time.

Contractor will devote such time to the performance of Services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Contractors' obligations pursuant to this Agreement. Neither party will be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party. Time is of the essence for this Agreement and each covenant, term and condition herein.

C.5. Confidential Information.

Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that:

- a. All applications and records concerning any individual made or kept by Contractor or any public officer or agency in connection with the administration of or relating to services provided under this Contract will be confidential, and will not be open to examination for any purpose not directly connected with the administration of such service.
- b. No person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.

C.6. Financial Records and Audits.

Contractor will maintain at Contractor's office or other place acceptable to the County full and complete accounting books and records, or copies thereof, prepared in accordance with generally accepted accounting principles reflecting its revenues and expenses of fulfilling its performance obligations, which will be retained for three years

from the date of final payment as required by Government Code Section 8546.7.

C.7. Inspection of Work.

Contractor and any Subcontractor shall permit County, the State, and the Federal government, if federal participating funds are used in this Agreement; to review and inspect the project activities and files at all reasonable times during the performance period of this Agreement.

C.8. Right to Substantiation.

The County reserves the right to require substantiation of any item of claimed expense or compensation. Overly generalized listing of task descriptions are not acceptable, rather, Contractor will provide a detailed description which will provide a meaningful record to an independent auditor reviewing task description. Any work product or memoranda or other written material described in the entries will be produced for the County as requested.

C.9. Right to Withhold.

The County has the right to withhold payment to Contractor when, in the opinion of the County expressed in writing to Contractor, (a) Contractor's performance, in whole or in part, either has not been carried out or is insufficiently documented, (b) Contractor has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its program, work or records, or (c) Contractor has failed to sufficiently itemize or document its demand(s) for payment.

C.10. Ownership of Information.

All documents, writings or other communications, reports, information, work sheets, reports, related data and work product developed under this Agreement will be the property of the County. Contractor will deliver such documents to the County without exception or reservation on completion of the services hereunder or termination. The County agrees to hold Contractor harmless from any claim arising out of reuse of the information for other than this project.

C.11. Waiver.

A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party will be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

C.12. Completeness of Instrument.

This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party will be liable for any representations made express or implied.

C.13. Compliance with Laws.

Contractor's services hereunder will be conducted in accordance with all the laws, ordinances, rules and regulations applicable to such business as set forth by the County, the State of California, and the United States government. Contractor agrees to indemnify County against any damages, expenses, or price reductions under this Agreement resulting from Contractor's failure to comply with the above laws and regulations.

C.14. Successors and Assigns.

This Agreement binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the contract administrator or his designee, subject to any required state or federal approval, is required before Contractor may enter into subcontracts for any work contemplated under this Agreement, or before Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.

C.15. Independent Contractor.

This Contract is by and between two independent contractors and is not intended to and will not be construed to create the relationship between the parties of agent, servant, employee, partnership, joint venture or association.

C.16. Modification.

No modification or waiver of any provision of this Agreement or its attachments will be effective unless such waiver or modification will be in writing, signed by all parties, and then will be effective only for the period and on the condition, and for the specific instance for which given.

C.17. Counterparts.

This Agreement may be executed simultaneously and in several counterparts, each of which will be deemed an original, but which together will constitute one and the same instrument.

C.18. Non-Severability.

If any provision of this Agreement is held by a court of competent jurisdiction in a final, non-appealable decision to be invalid or unenforceable as to any party, the parties agree to negotiate in good faith to find a mutually agreeable replacement provision. If no such provision can be found, the entire Agreement will be terminated, it being the understanding and intent of the parties that every portion of the Agreement is essential to and not severable from the remainder.

C.19. Jurisdiction.

This Agreement will be construed in accordance with the laws of the State of California. Any dispute arising hereunder or relating to this Agreement will be litigated in the State of California and venue will lie in the County of Del Norte or the U.S. District Court, California Northern District, and Contractor hereby consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such action.

C.20. Time is of the Essence.

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

C.21. Conflict of Interest.

Contractor covenants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of

this Agreement. Contractor will ensure that no conflict of interest exists between its officers, employees, or sub-Contractors, and the County. Contractor will ensure that no County officer or employee in a position that enables them to influence this Agreement will have any direct or indirect financial interest resulting from this Agreement. Contractor will ensure that no County employee will have any relationship to the Contractor or officer or employee of the Contractor, nor that any such person will be employed by Contractor in the performance of this Agreement without immediate divulgence of such fact to the County.

C.22. Non-Discrimination.

Throughout the duration of this Agreement, Contractor will not unlawfully discriminate against any employee of the Contractor or of the County or applicant for employment or for services or any member of the public because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status. Contractor will ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. Contractor will comply with the provisions of the Fair Employment and Housing Act (Government Code §12900, *et seq.*). The applicable regulations of the Fair Employment Housing Commission implementing Government Code section 12900, set forth in Chapter 5, Division 4.1 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. Contractor will also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. Contractor will give written notice of its obligations under this clause to any labor agreement. Contractor will include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

C.23. Rehabilitation Act of 1973/Americans with Disabilities Act of 1990.

In addition to application of the non-discrimination provision of this Agreement above, Contractor agrees to also comply with all provisions of section 504 *et seq.* of the

Rehabilitation Act of 1973, and with all provisions of the Americans with Disabilities Act of 1990, and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts, pertaining to the prohibition of discrimination against qualified handicapped and disabled persons, in all programs or activities, as to employees or recipients of services.

C.24. Captions.

The captions of each paragraph in this Agreement are inserted as a matter of convenience and reference only, and in no way define, limit, or describe the scope or intent of this Agreement or in any way affect it.

C.25. Plain Meaning.

Where terms, phrases or words are not defined, they will have their ordinary accepted meanings within the context with which they are used. The edition current on January 2002 of Webster's Third New International Dictionary of the English Language, Unabridged will be considered as providing ordinarily accepted meanings.

C.26. Licenses, Permits, Laws.

Contractor represents and warrants to County that it has and will maintain throughout the life of this Agreement all appropriate licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for Contractor to perform under this agreement. Failure of the Contractor to comply with this provision will authorize the County to immediately terminate this Agreement notwithstanding Operative Provision No. 14. Contractor will comply with any and all applicable federal, state and local laws, regulations, orders and resolutions affecting the services covered by this Agreement, including, but not limited to, the Americans with Disabilities Act.

C.27. Standard of Performance.

Contractor warrants that Contractor, as well as each of its agents, employees and subcontractors has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. Contractor's duty is to exercise such care, skill, and diligence exercised by professionals engaged in the same profession optimally exercise under like

circumstances. County has relied upon the professional ability and training of Contractor as a material inducement to enter this Agreement. It is understood that acceptance of Contractor's work by County will not operate as a waiver or release. All products of whatsoever nature which Contractor delivers to County pursuant to this Agreement will be prepared in a first class and workmanlike manner and will conform to the standards or quality normally observed by a person practicing in Contractor's profession.

C.28. Environmentally Preferable Products

It is the policy of the Board of Supervisors of Del Norte County to provide for the procurement of environmentally preferable products, including reusable, reused, recycled, and composted products. The Del Norte County Board of Supervisors, its departments, staff, and contractors will specify and utilize these products whenever practical.

EXHIBIT A

FEDERAL PROVISIONS

A.1. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

Clean Air Act

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

A.2. DEBARMENT AND SUSPENSION As required by Executive Orders (EO) 12549 and 12689, and 2 CFR §200.212 and codified in 2 CFR Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government. The Applicant certifies that it and its principals, subgrantees, recipients or subrecipients:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a

civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

A.3. LOBBYING AND POLITICAL ACTIVITIES As required by Section 1352, Title 31 of the U.S. Code (U.S.C.), for persons entering into a contract, grant, loan or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly

A.4. PROCUREMENT OF RECOVERED MATERIALS

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:

- 1. Competitively within a timeframe providing for compliance with the contract performance schedule;

2. Meeting contract performance requirements; or
3. At a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

A.5. Prohibition on Contracting for Covered Telecommunications Equipment or Services

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system;
or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party,

- such as backhaul, roaming, or interconnection arrangements; or
 - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) By necessary implication and regulation, the prohibitions also do not apply to:
- (i) Covered telecommunications equipment or services that:
 - i. Are not used as a substantial or essential component of any system; and
 - ii. Are not used as critical technology of any system.
 - (3) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
- (d) Reporting requirement.
- (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
- (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- (e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.”

A.6. Domestic Preference for Procurements

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

A.7. ACCESS TO RECORDS Access to Records. The following access to records requirements apply to this contract:

1. The Contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. 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. 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 the contract.
4. In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

A.8. DHS Seal, Logo, and Flags The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

A.9. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

A.10. NO OBLIGATION BY FEDERAL GOVERNMENT The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract

A.11. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.