

AGREEMENT FOR PROFESSIONAL SERVICES

Preparation of Environmental Documents

This Agreement for Professional Services (Agreement) is made as of the TERM set forth below by and between *the County of Del Norte* (the County) and *Northwest California Resource Conservation & Development Council* (Contractor), per the *Memorandum of Agreement between the Counties of Del Norte, Mendocino, Siskiyou, and Trinity and the Northwest California Resource Conservation and Development Council*.

In consideration of the Services to be rendered for reports conforming to National Forest NEPA requirements, and the sums to be paid therefore, and each and every covenant and condition contained herein, the parties agree as follows:

1. **Identification of Contractor:** The name and address of Contractor are: *Northwest California Resource Conservation & Development Council, P.O. Box 2571, Weaverville, CA 96093, (530) 623-3967*. Contractor is a 501(c)(3) Non-profit.
2. **Services:** The services to be provided by Contractor are to provide Del Norte County with inventories and specialist reports conforming to National Forest NEPA requirements for the Rowdy Creek Road, Holiday Mine Road and Big Flat Road Culvert Replacement projects, as described in Exhibit A, "Scope of Work" dated June 27, 2017 which is attached hereto and incorporated herein by this reference.
3. **Term:** The term of this contract shall be June 27, 2017 through December 31, 2018.
4. **Payment:** County shall pay Contractor as follows:

The maximum payment for all services, costs and expenses associated with the work described in this agreement by Contractor shall not exceed the sum of Eighteen Thousand Five Hundred Sixty Nine Dollars (\$18,569.00).

Contractor shall submit requests for payment after completion of services no later than the tenth day of the month following provision of services. Requests for payment shall be directed to the following address:

County of Del Norte County
Road Division
500 East Cooper Avenue
Crescent City, CA 95531

County will not pay Contractor for airfare, meals, and lodging associated with the services listed in this agreement unless otherwise mutually agreed to by both parties. All costs shall be approved in advance by the County representative who executed this Agreement, or his/her designee. Payment for additional services shall be made to Contractor by County if, and only if, this Agreement is amended by both parties in advance of performance of any additional services.

5. **Deliverables and Schedule:** The Contractor shall provide the items enumerated in the "Scope of Work" per the included Schedule of Deliverables.
6. **Facilities:** Other than as provided above, Contractor shall at his/her sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.
7. **Designated Representatives:** Jeff Daniels, County Road Superintendent, is the representative of the County and will administer this Agreement for the County. Mark Lancaster is the authorized representative for the Contractor.
8. **Independent Contractor:** At all times during the term of this Agreement, Contractor shall be responsible for Contractor's own operating costs and expenses, property and income taxes, worker's compensation insurance, and any other costs and expenses in connection with the performance of services under this Agreement. Contractor agrees that he or she shall not be an employee of the County.
9. **Licenses, Permits, Etc.:** Contractor represents and warrants to County that he/she has all licenses, permits, qualifications and approvals legally required for Contractor to practice his or her profession. If at any time Contractor ceases to have the licenses, permits, qualifications or approvals required for Contractor to practice his or her profession, Contractor will immediately notify County and this Agreement may be terminated at County's sole discretion.
10. **Insurance:** During the term of this Agreement, and for 24 months after completion, Contractor shall maintain in full force and effect the following types of insurance in the amounts specified.

Certificates of such insurance or other proof of insurance in a form approved by the Risk Manager of County shall be filed with the County Risk Manager concurrent with the execution of this Agreement. No work shall be authorized until such insurance certificate or proof of insurance is filed.

- a. **General liability:** (with coverage at least as broad as ISO form CG 00 01 10 01) coverage in an amount not less than \$2,000,000 general aggregate and \$1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.
 - b. **Automobile liability:** (with coverage at least as broad as ISO form CA 00 01 10 01, for "any auto") coverage in an amount not less than \$1,000,000 per accident for personal injury, including death, and property damage.
 - c. **Workers' Compensation:** During the term of this Agreement, Contractor shall fully comply with the terms of the law of California concerning Worker's Compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability Contractor may have for Workers' Compensation. The insurer shall agree to waive all rights to subrogation against the County, its officers, employees, volunteers, or agents for losses arising from work performed by Contractor for County.
11. **Standard of Performance:** Services shall be performed by Contractor in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by members of Contractor's occupation currently practicing in California. By delivery of completed work, Contractor certifies that the services performed conforms to the requirements of this contract and that it is Contractor's opinion that it is in compliance with all applicable federal, state and local laws and the professional standard of care in California.

12. **Law and Venue:** This contract and disputes arising out of or relating to the contract or the parties' relationship are governed by the laws of the State of California. Any action or proceeding arising out of or relating to the contract or the parties' relationship shall be brought in a state or federal court with jurisdiction in the County of Del Norte, State of California.

13. **Administration:**

13.1 Contractor's principal place of business and agent for service of process. Contractor's principal place of business is Weaverville, California. Contract's agent for service of process is Mark Lancaster, P.O. Box 2571, Weaverville, CA 96093.

13.2 Notices. Any notice or instrument required to be given or delivered by law or this contract shall be effective upon receipt thereof and shall be by personal service or delivered by depositing the same in any United States Post Office, registered or certified, postage prepaid, addressed to:

County: County of Del Norte
Community Development Department
Road Division
500 East Cooper Avenue
Crescent City, CA 95531

Contractor: Northwest California Resource
Conservation & Development
Council
P.O. Box 2571
Weaverville, CA 96093

Either party may change the address or identity of the person for notices under this paragraph by written notice to the other delivered in accordance with this paragraph.

13.3 Routine Administrative Communications. Routine administrative communication required to be in writing may be by personal delivery, mail, facsimile transmission or electronic mail as agreed between the Contractor and Contract Manager.

14. **Integration and Modification:** This contract represents the entire understanding of the County and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Contract may not be modified, amended, or altered except in writing signed by the County and Contractor.

15. **Advice of Counsel:** The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms, and conditions of this contract, and that the decision of whether or not to seek the advice of counsel with respect to this contract is a decision which is the sole responsibility of each of the parties hereto. This contract shall not be construed in favor or against either party by reason of the extent to which each party participated in the drafting of the contract.

16. **Independent Review:** Each party hereto declares and represents that in entering this contract it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each party further declares and represents that this contract is being made without reliance upon any statement or representation not contained herein of any other party, or any representative, agent, or attorney of any other party.

17. **Taxes:** The Contractor shall pay all applicable federal, state, and local excise, sales, consumer use, and other similar taxes required by law for the execution of the work.

18. **Non-Discrimination:** Throughout the duration of this Agreement, CONTRACTOR shall 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 race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. CONTRACTOR shall ensure that in the provision of services of the Fair Employment and Housing Act (Government Code section 12900, et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code section 12900, set forth in Chapter 5, 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. CONTRACTOR shall 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 shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

19. **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.

20. **Indemnity.** To the fullest extent permitted by law, Contractor shall indemnify, defend (at Contractor's sole cost and expense and with legal counsel approved by County, which approval shall not be unreasonably withheld), protect and hold harmless County and County's Related Parties (collectively, the Indemnified Parties"), from and against any and all Liabilities of every kind and nature whatsoever (individually, a "Claim"; collectively, "Claims") which may arise from or in any manner relate to (directly or indirectly), arise out of this agreement or as the result of any cause whatsoever regardless of any passive negligence or strict liability of an indemnified Party. Contractor understands and acknowledges that the indemnification obligation hereunder is intended to constitute a "Type I" indemnity under California law and extends to and includes Claims arising from the active or passive negligence of indemnified Parties. Notwithstanding the foregoing, if CONTRACTOR performs design professional services as defined by Calif. Civil Code section 2782.8, the foregoing obligation of CONTRACTOR shall not apply when (1) to the extent the injury, loss of life, damage to property, or violation of law arises from the negligence or willful misconduct of an indemnified Party and (2) except to the extent the actions of the design professional have contributed to the injury, loss of life, damage to property, or violation of law.

Without limiting Contractor's obligation to indemnify County upon County's request, Contractor shall indemnify, hold harmless, protect and defend with legal counsel acceptable to the County at Contractor's sole cost, County from and against all Liabilities, paid, incurred or suffered by, or asserted against County in a judicial administrative or regulatory forum or otherwise, whether well founded or not, for regardless of nature or type that arise out of, pertain to, or relate to the negligence, reckless, or willful misconduct of the Contractor or Contractor's Related Parties, any of Contractor's Activities.

21. **Assignment prohibited.** Contractor may not assign or subcontract any duty, right or obligation pursuant to this Agreement without the prior written approval of COUNTY. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void, and shall be cause for immediate termination of this Agreement.

22. **Reusable, Recycled and 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 shall specify and utilize these products whenever practical.

23. Termination

23.1 If in the opinion of County, Contractor fails to perform the services required under this Agreement within the time limits specified herein, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation, or other law which applies to its performance herein, County may terminate this Agreement immediately, upon notice. In such event, County shall pay to Contractor only for services performed in accordance with this Agreement up to and including the date of the termination, less the amount of any damages sustained by County as a result of CONTRACTOR'S breach of this Agreement.

23.2 At any time for any reason, upon thirty (30) days written notice to Contractor, County may terminate this Agreement and pay only for those services and material rendered as of the date when termination is effective, however, County shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Agreement. The foregoing is cumulative and does not affect any right or remedy which County may have in law or equity.

23.3 Contractor may terminate its duties under this Agreement upon thirty (30) days written notice to the County if Contractor is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by County.

23.4 These terms are effective until terminated by either party. The County reserves the right, in its sole discretion, to terminate Contractor's access to any or all confidential information and the related services or any portion thereof at any time, without notice.

Signatures: the individuals executing this contract represent and warrant that they have the legal capacity to enter this agreement.

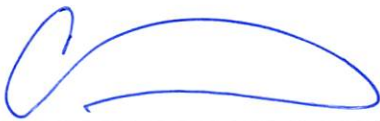
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 27th day of June 2017.

COUNTY

CONTRACTOR

County of Del Norte County of Del Norte

Northwest California Resource
Conservation & Development Council



Chris Howard, Chair
Board of Supervisors

Mark Lancaster, Director

ATTEST:



Kylie Heriford
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

**Elizabeth Cable
County Counsel**

EXHIBIT "A" SCOPE OF WORK

June 27, 2017

Northwest California Resource Conservation & Development Council (Council) agrees to provide Del Norte County with biological and other resource data and assessments necessary to conform to Six Rivers and National Forest NEPA requirements for the projects listed in Section 1 below:

1. Projects to be Analyzed:

- A. Rowdy Creek Road Culvert Replacement at MP 2.29 (Savoy Creek) - Maximum Expenditure \$5,000**
- B. Holiday Mine Road Culvert Replacement at MP 1.38 (unnamed tributary to Patrick Creek) - Maximum Expenditure- \$10,000**
- C. Big Flat Road Culvert Replacements at MP 5.4 and MP 5.64 (unnamed tributaries to Hurdy Gurdy Creek)- Maximum Expenditure- \$3,569**

2. Specific Areas of Analysis are:

- A. Public Scoping and Comments for Projects A, B & C**
 - i. Conduct public scoping of proposed projects as part of NEPA process**
 - ii. Publish Draft Decision Notices in the newspaper of record**
- B. Conduct Inter-Disciplinary Team Meetings for NEPA Projects**
- C. Wildlife, Plants, Wetlands, and Sensitive Habitats Assessments for Projects A & B.**
 - i. Review CA Natural Diversity Database, CA Native Plants Society Plant Lists, CA Wildlife Habitat Relations, US Forest Service National, Regional and Forest species lists for Endangered, Threatened, Sensitive, Rare and Management Indicator species that may occur in the assessment areas or where there is suitable habitat.**
 - ii. Review soil surveys and existing CEQA/NEPA documents for projects in the same area.**
 - iii. Affirm compliance for Six Rivers National Forest Road Maintenance Programmatic Environmental Assessment utilizing the Six Rivers Biological Reference Document for botanical, wildlife, wetlands and other habitats and/or prepare specialist reports as needed.**
- D. Fisheries Assessment for Projects A & B**
 - i. Review the project areas for presence of any species of concern, as indicated by CalFish and/or US Forest Service National, Regional and Forest Endangered, Threatened, Sensitive, Rare and Management Indicator species occurrences, or where there is suitable habitat.**
 - ii. Prepare Fisheries specialist report as required and consistent with Six Rivers National Forest guidelines and standards for NEPA.**
- E. Cultural Resources Assessment for Projects A, B & C**
 - i. Pre-field Research**
 - ii. Literature and Tribal Notifications.**
 - iii. Field Investigation.**

- iv. Cultural Resources Report for Six Rivers National Forest consistent with Six Rivers National Forest guidelines and standards and in compliance with all applicable federal statutes and regulations.
 - F. Hydrology and Water Quality Assessment for Projects A & B
 - i. Review soils, geology, topography, isohyetal, rainfall, FIRM and other applicable maps and information sources.
 - ii. Conduct field investigations of site conditions, channels, diversion points and other potential risks to water quality associated with project implementation.
 - G. Traffic, Air Quality, and Noise Impacts to Area Residences and Road Users for Projects A & B
 - i. Review soils, traffic and other applicable information sources.
 - ii. Conduct field investigations of site conditions and impacts associated with project implementation.
 - H. Prepare Initial Studies, Categorical Exemptions or Negative Declarations, and/or Categorical Exclusions/Decision Memos required for the Proposed Actions. Prepare Annual Report for North Coast Regional Water Quality Control Board (NCRWQCB).
3. Products will include:
- A. Public scoping of the proposed actions.
 - B. Inter-Disciplinary Team meetings.
 - C. Data related to any wildlife or botanical inventories conducted pursuant to this agreement.
 - D. Preparation of a draft Categorical Exclusion and Decision Memo for the proposed action.
 - E. Annual Report to NCRWQCB
4. Agreement Administration: This will include preparing reports and invoices as well as managing subcontract agreements. Invoices will be billed based on costs incurred per the fee schedule.

5. Schedule of Deliverables:

TASK	Task Timeline*
Public Scoping Notice	July 2017
IDT Meetings	July 2017 - March 2018
Botanical Assessment	December 2017
Wildlife Assessment	December 2017
Archaeological Assessment	December 2017
All Other Inventory and Assessments (Fisheries, Fuels, Fire, Water Quality, Traffic, Air Quality, Noise)	December 2017
Categorical Exclusion and Decision Memo	March, 2018
Annual Report to NCRWQCB	July 2017
Project Management	On-Going

*- Task timeline may be changed as agreed to by County, Forest Service and Consultant.

6. Fee Schedule:

Director	\$	75.00
Program Manager	\$	70.00
Registered Engineer	\$	90.00
Project Coordinator	\$	52.00
Office Assistant	\$	36.00
Accountant	\$	40.00
Travel & mileage	Current federal per diem rates	
Archaeologist	\$	90.00
Administrative/Overhead		15%

7. Staff:

Botany - TBD and Lisa Hoover (USFS Botanist)

Wildlife - Brenda Devlin (USFS Wildlife Biologist)

Archaeology - William Rich (William Rich and Associates) and Six Rivers National Forest, Staff
Archaeologist

Fisheries - Nick Davids (Project Coordinator), Five Counties Salmonid Conservation Program and
Mike McCain, Gasquet District Fisheries Biologist

Registered Engineer: Art Reeve, Five Counties Salmonid Conservation Program

Forestry and Fire: Mark Lancaster (Director), Five Counties Salmonid Conservation Program,
Registered Professional Forester #2462, Gasquet District Fire Management Officer

Hydrology and Water Quality: Mark Lancaster, Sandra Pérez (Program Manager), David Colbeck
(Project Coordinator), Five Counties Salmonid Conservation Program, Corrine Black, Gasquet
District Hydrologist

Traffic, Air Quality, and Noise Impacts: Sandra Pérez, Mark Lancaster, Jeff Daniels, County
Community Development Department, Road Superintendent

GIS, Mapping, and Graphics: Sandra Pérez

Project Management: Jeff Daniels, County Community Development Department, Mark Lancaster,
Five Counties Salmonid Conservation Program , Mike McCain, Six Rivers National Forest
SMRA/Gasquet District