

AGREEMENT BETWEEN LASSEN COUNTY

AND

ECOLOGY AND ENVIRONMENT INC.

THIS AGREEMENT is made between the COUNTY OF LASSEN, a political subdivision of the State of California (hereinafter "COUNTY"), and Ecology and Environment Inc., with a principal place of business at 333 SW Fifth Ave., Suite 600, Portland, Oregon, 97204, (hereinafter "CONTRACTOR").

This Agreement is made with reference to the following facts and circumstances:

WHEREAS COUNTY has need for a comprehensive update of the Lassen County Emergency Operations Plan (including the City of Susanville) and,

WHEREAS CONTRACTOR desires to provide those services.

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:

1. SERVICES.

The CONTRACTOR shall provide those services described in Attachment "A".
CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A".

2. TERM.

The term of the agreement shall be for the period of April 18, 2017 through June 1, 2018.

3. PAYMENT.

COUNTY shall 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" shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all billing for said services to COUNTY in the manner specified in Attachment "B".

4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF COUNTY.

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

COUNTY shall:

4.1 Pay the CONTRACTOR on the terms agreed upon herein in writing, provided that: (1) the CONTRACTOR timely submits appropriate invoices to the COUNTY, (2) the CONTRACTOR is not in breach of the terms and conditions of this Agreement, its attachments, or

Page 1

____ County Initials

Contractor Initials 

the standards or/specifications referenced or applicable thereto; (3) the CONTRACTOR is not in violation of laws or regulations substantially impairing the value of the CONTRACTOR'S performance or the CONTRACTOR'S entitlement to payment; (4) funds to be paid to the CONTRACTOR are not the subject of any active levy, execution, claim, offset, or stop notice by any third party or the COUNTY; and (5) appropriate public funds are available to the COUNTY for such payment.

4.2 Retain ownership and have prompt access to any report, evaluations, intellectual property, findings, or data assembled/developed by CONTRACTOR under this Agreement.

5. ADDITIONAL PROVISIONS.

Those additional provisions unique to this Agreement are set forth in Attachment "C".

6. GENERAL PROVISIONS.

The general provisions set forth in Attachment "D" 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 terms or conditions insofar as the latter are inconsistent with the general provisions.

7. DESIGNATED REPRESENTATIVES.

Eric Ewing is the designated representative of the COUNTY and will administer this Agreement for the COUNTY. Zane Beall is the authorized representative for CONTRACTOR. Changes in the designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

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

Attachment A-Services
Attachment B-Payment
Attachment C-Additional Provisions
Attachment D-General Provisions
Attachment E-No Third Party Beneficiaries

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates shown opposite their respective signatures.

CONTRACTOR
Ecology and Environment Inc

Dated: April 14, 2017

By: 

Gerard A. Gallagher, III
President and CEO

Page 2

____ County Initials

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COUNTY
County of Lassen

Dated: _____

By: _____

Approved as to form:

By: _____
Robert M. Burns
Lassen County Counsel

[1Contract Standard Professional Services Master v20150602]



**ATTACHMENT A
AGREEMENT BETWEEN LASSEN COUNTY AND
ECOLOGY AND ENVIRONMENT INC.**

SCOPE OF SERVICES

A.1 SCOPE OF SERVICES AND DUTIES.

The services to be provided by CONTRACTOR and the scope of CONTRACTOR's duties are identified in section 2A, pages 1-5, of that document entitled "Proposal to Prepare a Multi-Jurisdictional Emergency Operations Plan for Lassen County including the City of Susanville" dated March 9, 2017, submitted by Ecology and Environment Inc., and attached and incorporated herein as exhibit 1 (43 pages) to attachment A.

END OF ATTACHMENT "A"

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Page 1

Contractor Initials



Proposal to Prepare a Multi-Jurisdictional Emergency Operations Plan for Lassen County including the City of Susanville

*Working with you to support a comprehensive and integrated process to build response capacity in
Lassen County through planning, training and exercise.*



March 9, 2017

Prepared for:
County of Lassen



Prepared by:



EXHIBIT 1 TO
ATTACHMENT A D1

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
1. COVER LETTER	
2A. PROPOSED SCOPE OF WORK.....	1
2B. PROPOSED PROJECT TIMELINE.....	5
3A. COMPANY BACKGROUND.....	6
3B. KEY EXPERIENCE	6
4A. PROJECT ORGANIZATION.....	7
4B. PROJECT TEAM.....	9
5. COST SUMMARY	11
6 STAFFING PLAN	12
7. STATEMENT OF STAFF ABILITY	12
8. STATEMENT OF E & E'S UNIQUENESS.....	12
9. STATEMENT OF FIRMS ABILITY TO MEET COUNTY INSURANCE REQUIREMENTS.....	13
10. EXCEPTIONS TO THE COUNTY'S STANDARD AGREEMENT FOR PROFESSIONAL SERVICES.....	13
<u>ATTACHMENTS</u>	
1. PROPOSED TABLE OF CONTENTS.....	1-1
2. RESUMES OF KEY PERSONNEL	2-1
3. BILLING RATE AND ESTIMATED LEVEL OF EFFORT.....	3-1
4. PROFESSIONAL LABOR CATEGORIES AND RATES	4-1
5. CERTIFICATE OF LIABILITY INSURANCE.....	5-1
6. EXCEPTIONS TO STANDARD CONTRACT	6-1



ecology and environment, inc.

Global Environmental Specialists

333 SW Fifth Avenue, Suite 600
Portland, Oregon 97204
Tel: (503) 248-5600, Fax: (503) 345-6821

March 7, 2017

Ms. Regina Schaap
County of Lassen
221 S Roop St, Ste 4
Susanville, CA 96130

Re: Proposal to Update the Lassen County Emergency Operations Plan

Dear Ms. Schaap:

Lassen County is no stranger to responding to and managing the impacts of emergencies. In fact, as recently as February, the County and City of Susanville were subjected to severe flooding that required evacuation and sheltering of residents.

The County is investing in an update to its Emergency Operations Plan (EOP) that will support increased capacity and ongoing capabilities, and will allow leaders to effectively manage response to and recovery from these incidents and other hazards faced by the community. The proposed process includes a comprehensive update that recognizes the critical role of staff training in supporting effective implementation. The County's proposed approach also recognizes that disasters do not respect political boundaries. The application of the operational area concept to emergency planning supports collaboration and integration between Lassen County, the City of Susanville, and other partners in response and recovery. With years' of experience in developing functional EOPs, Ecology and Environment, Inc. (E & E) is excited to support the County on this important project.

E & E has developed EOPs in California and nationwide. Our team understands the State of California's Standardized Emergency Management System and California Office of Emergency Services standards. E & E recently conducted the plan updates for Shasta County and the City of Redding. We have also supported your interstate partners through development of the Washoe County Regional EOP and understand national best practices through a range of projects including the Oregon Statewide EOP Project where we developed plans for all 36 Oregon counties, all nine federally recognized tribes, and more than 100 cities.

The team we propose understands your area and issues. Our proposed project manager, Zane Beall, has led planning efforts in Northern California and Nevada, including development of an EOP for the City of Redding Public Works Department and the Washoe County Regional EOP. I managed the update of the Shasta County and City of Redding EOP process. Shawna Mantey has managed complex emergency planning projects throughout the Pacific Northwest. Both members of our project management team will be integrated into project planning, facilitation, and training activities.

Any questions regarding this proposal or requests for additional information may be directed to the proposed project manager, Zane Beall, at zbeall@ene.com or 503/248-5600 ext. 4622. We look forward to the opportunity to supporting the County in building its capacity and supporting resilience across the community. Thank you for your consideration.

Sincerely,

ECOLOGY AND ENVIRONMENT, INC.

Matthew Lieuallen, JD
Principal-in-Charge

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p3

PROPOSAL TO UPDATE THE LASSEN COUNTY EMERGENCY OPERATIONS PLAN

2A. PROPOSED SCOPE OF WORK

The following scope of work describes Ecology and Environment, Inc.'s, (E & E's) proposed path to success for this project. This work plan - including estimated cost, hours, and key personnel - proposes to facilitate an inclusive and integrated planning process that:

E & E Point of Contact:

Zane Beall
Project Manager
503/248-5600 x 4622
zbeall@ene.com

- Results in a comprehensive update of the Lassen County EOP including the City of Susanville;
- Provides guidance and support for ongoing training and exercise of the plan;
- Reflects key community characteristics including:
 - Recognition of the impacts of high-risk hazards including wildfire, severe weather, drought, and flooding
 - Addresses emerging hazards of concern such as dam failure, as Lassen County is home to the McCoy Flat Dam; and
 - Facilitates a seamless transition to recovery including economic recovery and coordination with key partners such as area correctional institutions.

This scope of work serves as the basis for our proposed cost. Modifications to scope, schedule, or cost may be made upon mutual agreement between the E & E and County project managers and must be documented in writing.

Task 1: Task Management and Coordination

Flexible and open communication is the hallmark of E & E's approach to project management. Our project manager, **Zane Beall**, will serve as the primary point of contact for the project. He will work closely with the Lassen County project manager to facilitate project communications, oversee the E & E project team, and support timely submittal of high quality deliverables. Our principal-in-charge, **Matthew Lieuallen**, will support Zane in providing contract and quality oversight as well as providing facilitation and technical planning expertise. Both Zane and Matthew have worked with Lassen County's regional partners including Shasta County, the City of Redding, and Washoe County on emergency operations projects. This provides Lassen County with a project management team that has managed this type of project and is knowledgeable about regional issues and desired outcomes. Key activities to be performed under this task include:

- Facilitate a **project initiation conference call** within one week of contract execution to confirm project management approach and scope and schedule considerations.
- Development of a **Project Management Plan** that sets forth processes for scope, schedule, and cost management.
- Conduct a **Project Kickoff Workshop** (see below)
- Regularly scheduled **monthly project management check in calls**.
- Development and submittal of **monthly progress reports and invoices**.
- **Documentation of plan process activities** including meeting materials and summaries.
- Provision of **project closeout materials** including a master CD with all project files.

ENGAGEMENT MILESTONE – Project Kickoff Workshop

Scheduled to occur in the first month of the project, this two to three-hour workshop is designed to set the tone for the planning process. Our intent is to understand **your requirements for success**. Attendees will be provided with an overview of EOP planning and design, and then will engage in a facilitated discussion to review community vulnerabilities and capabilities. The meeting will culminate with an overview of the planning process and a stakeholder identification exercise to ensure that we are bringing all key partners to the table. The workshop will also serve as the Initial Planning Meeting for the tabletop exercise included in this scope of work.



Task 1: Task Management and Coordination	
E & E Team	Name and Role
	Zane Beall, Project Manager Matthew Lieuallen, Principal-in-Charge
Deliverables	<ul style="list-style-type: none"> Project Management Plan Project Kickoff Workshop Materials (sign-in, agenda, PowerPoint, summary) Monthly progress reports and invoices Master CD with all project files
Timeline	<ul style="list-style-type: none"> Project Management – Ongoing Project Kickoff Workshop - April Progress Reports and Invoices – Monthly Project Close Out Materials - February
Assumptions	<ul style="list-style-type: none"> County will identify a project manager who will serve as E & E's primary contact for the project Costs include travel for two staff to the Project Kickoff Workshop All project deliverables will be provided electronically unless otherwise stated

Task 2: Integrated Emergency Plan

The primary output of this project will be an updated EOP for Lassen County and the City of Susanville. E & E will utilize its experience in EOP planning as well as its knowledge of local, state, and federal planning requirements to develop a plan that is user-friendly, functional, and aligned with partners. The plan will be consistent with the Standardized Emergency Management System (SEMS), the National Incident Management System (NIMS), California Governor's Office of Emergency Services (CalOES) standards, and EOP best practices. E & E proposes to draw on two foundational documents to inform the plan update. The first is the existing Lassen County EOP provided by the County to support preparation of this proposal. We recognize that much work has been done by local partners to develop an emergency management organization that reflects how Lassen County does business. We will review the plan and collaborate with partners to keep the most effective aspects of the plan. We also propose to use the Shasta County EOP, updated by E & E in 2014, as a guide for the update. In particular we propose that Lassen County migrate to the Emergency Function format utilized in that plan as well as the State of California Emergency Plan. This allows for ease of coordination with local and state partners. A proposed table of contents is provided in Attachment 1. During the Project Kickoff Workshop, E & E will present plan structure options to stakeholders so we can determine together what works best for the community.

E & E proposes an iterative planning process that allows stakeholders multiple opportunities to review and comment on the plan. A first draft will be submitted at least two weeks prior to the Draft Plan Workshop (see below). After the workshop and an initial comment period, E & E will submit a revised second draft for additional review by stakeholders. Once comments have been received and addressed, E & E will develop a final draft and submit to the County project manager for approval. Once approved, the final draft will be submitted to the Lassen Operational Area Council.

ENGAGEMENT MILESTONE – Draft Plan and Integration Workshop

Scheduled to occur after submittal of the first draft EOP, this two to three-hour workshop is designed to provide a venue to verify new plan concepts, answer questions, and discuss an approach to collaboration between the County, City, and other partners in response and recovery. E & E believes that the 'page turn' approach to draft review is not effective. Instead we will present plan concepts and roles and responsibilities in a way that engages attendees and seeks their active feedback. We will also develop a module to ensure that inclusion of the City of Susanville is being addressed both in the Base Plan and functional annexes. The workshop will also serve as the Mid-Term Planning Meeting for the tabletop exercise included in this scope of work.

P5



Task 2: Integrated Emergency Plan	
E & E Team	Name and Role Zane Beall, Project Manager/Emergency Planner Shawna Mantey, Emergency Planner
Deliverables	<ul style="list-style-type: none"> First Draft EOP Revised Draft EOP Final EOP Draft Plan and Integration Workshop Materials (sign-in, agenda, PowerPoint, summary)
Timeline	<ul style="list-style-type: none"> First Draft EOP – July Draft Plan and Integration Workshop – August Revised Draft EOP – October Final EOP – February
Assumptions	<ul style="list-style-type: none"> County will make electronic versions of plans and procedures available for review by the E & E team County will be responsible for all workshop logistics including venue, A/V, and refreshments Costs include travel for two staff to the Draft Plan and Integration Workshop The County will provide one set of consolidated comments on each draft using the Microsoft Word track changes function

Task 3: Inclusion of City of Susanville

While Lassen County is administering this contract, we recognize that it is intended to be a multi-jurisdictional planning effort that incorporates the City of Susanville into the Base Plan and annexes. The plan will identify the City's unique responsibilities in emergency operations and identify mechanisms for coordination and support between the City, the County, and other response partners. E & E recommends that City personnel remain engaged during all aspects of plan development and a key mechanism for supporting this inclusion is the integration discussion that will be facilitated during the Draft Plan Workshop described in Task 2. Additionally, we propose that discussion be facilitated by direct interaction with City staff to better understand vulnerabilities, capabilities, and how the plan can best meet municipal needs. Activities that will support inclusion of the City of Susanville into the planning effort include:

- Review of key City plans and procedures and incorporation or reference of material, as appropriate, into the updated EOP;
- Targeted interviews with City staff to identify functional roles and responsibilities; and
- Development of a three to four-page City of Susanville 'quick guide' that identifies key organizational elements and roles for the EOP.

Task 3: Inclusion of City of Susanville	
E & E Team	Name and Role Zane Beall, Project Manager/Emergency Planner Amanda Allekotte, Planning Support
Deliverables	<ul style="list-style-type: none"> Engagement log City of Susanville 'Quick Guide'
Timeline	<ul style="list-style-type: none"> Targeted interviews – May/June and September/October Draft 'Quick Guide' – July Final 'Quick Guide' – October
Assumptions	<ul style="list-style-type: none"> City will make electronic versions of plans and procedures available for review by the E & E team County/City will provide contact information for partners identified for interviews



Task 4: Training Needs Assessment

The most comprehensive and functional EOP can only serve the community if it can be implemented, and that requires personnel that are trained in their roles and responsibilities. E & E is excited to see that the County is seeking to 'bake in' training expectations into the planning process. To support this, E & E will develop a training matrix that identifies key roles within the emergency management organization (e.g., Incident Commander, Public Information Officer) and identifies baseline and recommended training requirements for those positions. The matrix will serve as a functional tool for City and County departments to identify and document training within their organizations and better support capacity to respond and recovery across the community.

Task 4: Training Needs Assessment	
E & E Team	Name and Role Zane Beall, Project Manager/Emergency Planner Shawna Mantey, Emergency Planner
Deliverables	<ul style="list-style-type: none"> Training Needs Assessment Report and Matrix
Timeline	<ul style="list-style-type: none"> Draft Report and Matrix – July Final Report and Matrix – October
Assumptions	<ul style="list-style-type: none"> Scope does not include completion of the training matrix for individual departments

Task 5: Training and Exercises

Taking the project from planning to implementation, E & E proposes to deliver a series of EOP awareness trainings for County and City staff as well as a tabletop exercise to validate the updated plan and identify areas for future improvement. E & E is experienced in delivering this type of training: our team delivered a similar training to a wide range of City of Redding staff after updating the City's EOP. We have also delivered a range of tabletop exercises to explore EOP content, most recently with Polk and Benton counties in Oregon where we explored severe weather and flood scenarios respectively. To support training and exercise implementation, E & E proposes to conduct the following activities:

- Develop an EOP training and exercise plan;
- Develop EOP awareness training materials designed to introduce County and City staff to the emergency management organization, process for communication and coordination, EOC operations, and functional roles and responsibilities;
- Conduct one on-site awareness training and tabletop exercise for County and City staff;
- Develop a basic After Action Report capturing lessons learned from the tabletop exercise;
- Conduct two additional one to two-hour webinars based EOP awareness trainings, as needed; and
- Develop a 'policy presentation' that provides County and City staff with a tool tailored to informing elected officials about the EOP.

One scheduling note is that the RFP calls for delivery of the training before 8 months from contract award. E & E recommends that the County consider conducting the on-site and webinar based trainings after submittal of the revised EOP. Our proposed scope of work includes three training sessions (one on-site and two web-based sessions). Should the County wish to engage E & E to conduct additional training sessions based on the materials developed under this task, a cost has been included in Section 5 of this proposal. This cost assumes travel for our project manager to Susanville for an in-person presentation. Costs may vary if the County seeks to conduct web-based support or add additional staffing.



Task 5: Training and Exercises	
E & E Team	Name and Role Zane Beall, Project Manager Matthew Lieuallen, Principal-in-Charge Amanda Allekotte, Planning Support
Deliverables	<ul style="list-style-type: none"> Training and Exercise Plan EOP Awareness Training Materials (sign-in, agenda, PowerPoint) EOP Policy Presentation PowerPoint EOP Tabletop Exercise Materials (sign-in, agenda, player handbook, facilitator guide) EOP Tabletop After Action Report
Timeline	<ul style="list-style-type: none"> Training and Exercise Plan – by October On-Site Training and Exercise – November Webinar Trainings – January/February
Assumptions	<ul style="list-style-type: none"> Exercise planning meetings will be held concurrently with EOP planning meetings County will be responsible for all exercise logistics including venue, A/V, and refreshments Costs include travel for two staff to the Plan Training and Tabletop Exercise E & E will provide a web-based webinar system to facilitate up to two additional one-hour awareness trainings

ENGAGEMENT MILESTONE – EOP Awareness Training and Tabletop Exercise

After the EOP is approved, E & E will facilitate a three to four-hour awareness training and tabletop exercise. The awareness training will walk attendees through an overview of the EOP, organizational concepts, and key roles and responsibilities. The focus will be on how the attendees can use the EOP to build capacity to respond and recover within their own departments. The awareness training will be followed by a tabletop exercise that will utilize a disaster scenario to validate the concepts presented in the plan. E & E will work with stakeholders throughout the process to build a scenario and objectives that will engage the group and foster collaborative discussion. The materials developed for this training will be designed to support ongoing trainings that can be delivered by County and City staff.

2B. PROPOSED PROJECT TIMELINE

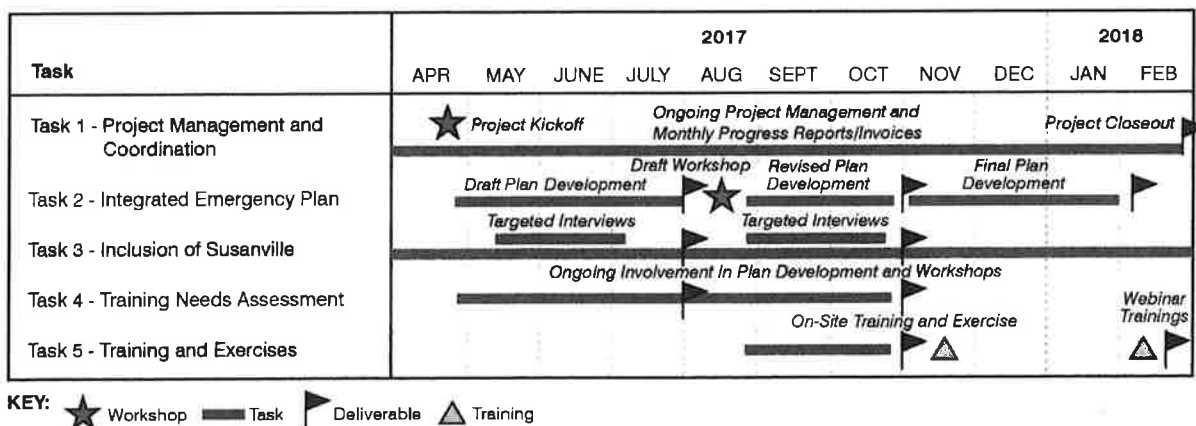


Figure 1: PROJECT TIMELINE

P8



3A. COMPANY BACKGROUND

Incorporated in New York State in February 1970, E & E is a global leader in emergency and environmental planning. For more than 45 years, we have helped our clients develop plans to address all phases of emergency management. We have supported dozens of projects across the West, including California, and many more nationally, including EOPs, disaster recovery plans, hazard mitigation plans, geographic response plans, and community resiliency frameworks. We are also adept at developing and facilitating discussion and operations-based exercises and supporting clients in delivery of tailored trainings to build organizational capacity.

From 2008 to 2013 E & E, operating from the program management office in San Francisco, with satellite offices in Oakland and Long Beach, as well as support from the corporate headquarters in Buffalo, maintained a capability to conduct multidisciplinary site assessment, emergency response, prevention and preparedness, and remedial activities throughout the four states comprising EPA Region 9, as well as US Territories in the Pacific Ocean.

The program scope of work encompassed wide-ranging technical support for the assessment and cleanup of releases of oil, petroleum, and hazardous substances that pose a threat to the public and environment. Scope of work elements include counterterrorism activities and on-scene responses to spills of oil and chemical substances, domestic preparedness and prevention activities, site assessments, site cleanup and remediation monitoring, training, and generally any support activity needed to prevent pollution or contaminant exposure to human health and welfare and/or the environment. Our experience has cultivated a depth of knowledge and range of experience, enabling us to provide clients like the County with smart, innovative, and most importantly, executable solutions.

"The Redding EOP is working very well for us and—more importantly—we are very much enjoying the cross-compatibility with the Shasta County EOP, particularly during this flooding season."

Having now experienced the interoperability and compatibility of our City and County EOPs, I would highly recommend the same format and approach for other communities."

—Gerry Gray, Fire Chief,
SCHMRT Operations
Director, City of Redding

3B. KEY EXPERIENCE

The following projects highlight E & E's ability to deliver high quality and comprehensive EOP planning processes with an emphasis on work in California and the west.

Shasta County and City of Redding Planning Project (2015). E & E supported the City of Redding and Shasta County, through the City of Redding Fire Department, in conducting a comprehensive update of the County and City EOPs to align with state planning requirements. The project included a series of stakeholder workshops to gather feedback including a series of functional work sessions where we explored issues of city/county integration, emergency services, human services, infrastructure services, and recovery with City and County staff. The process resulted in comprehensive updates of both jurisdictional EOPs with the City opting for a four functional annex structure aligned with the County, and the County utilizing the Emergency Function structure utilized by the State of California Emergency Plan. As a follow up to the EOP development process, E & E supported the City of Redding in delivery of two plan review sessions for City staff that provided awareness level training on the EOP.

Reference: Gerry Gray, Fire Chief, City of Redding Fire Department, 530/225-4141, ggray@cityofredding.org

Washoe County Regional Emergency Operations Plan (2016). E & E recently supported Washoe County and its regional partners in the development and update of its web-based Regional EOP. The updated plan is



designed to be used any time a regional partner's emergency resources are exhausted and regional support is needed. E & E planners interviewed and facilitated meetings with jurisdictions to incorporate their emergency procedures into the regional plan, and to ensure an effective system for regional coordination was established. Project stakeholders included a wide variety of partners from the Washoe County, City of Reno, City of Sparks, Pyramid Lake Paiute Tribe, Reno-Sparks Indian Colony, Washoe County School District, and University of Nevada-Reno.

Reference: Aaron Kenneston, Emergency Manager, Washoe County Emergency Management, 775/337-5898, akenneston@washoecounty.us

Oregon Statewide Emergency Operations Planning Project (2006-2015). For the Oregon Office of Emergency Management (OEM), E & E managed the Oregon's Statewide Emergency Operations Planning Project. The multi-year, \$3+ million dollar project resulted in the development of standardized emergency plans for all 36 counties, all nine federally recognized tribes, and more than 100 cities. E & E worked closely with OEM and representatives from all jurisdictions to ensure consistency with local, state, and federal plans and best practices, including NIMS. The project also included development of the first State of Oregon Recovery Plan and update of the State of Oregon Debris Management Plan.

Reference: Matt Marheine, Deputy Director, Oregon Office of Emergency Management, 503/378-2911 ext. 22239, matt.marheine@mil.state.or.us

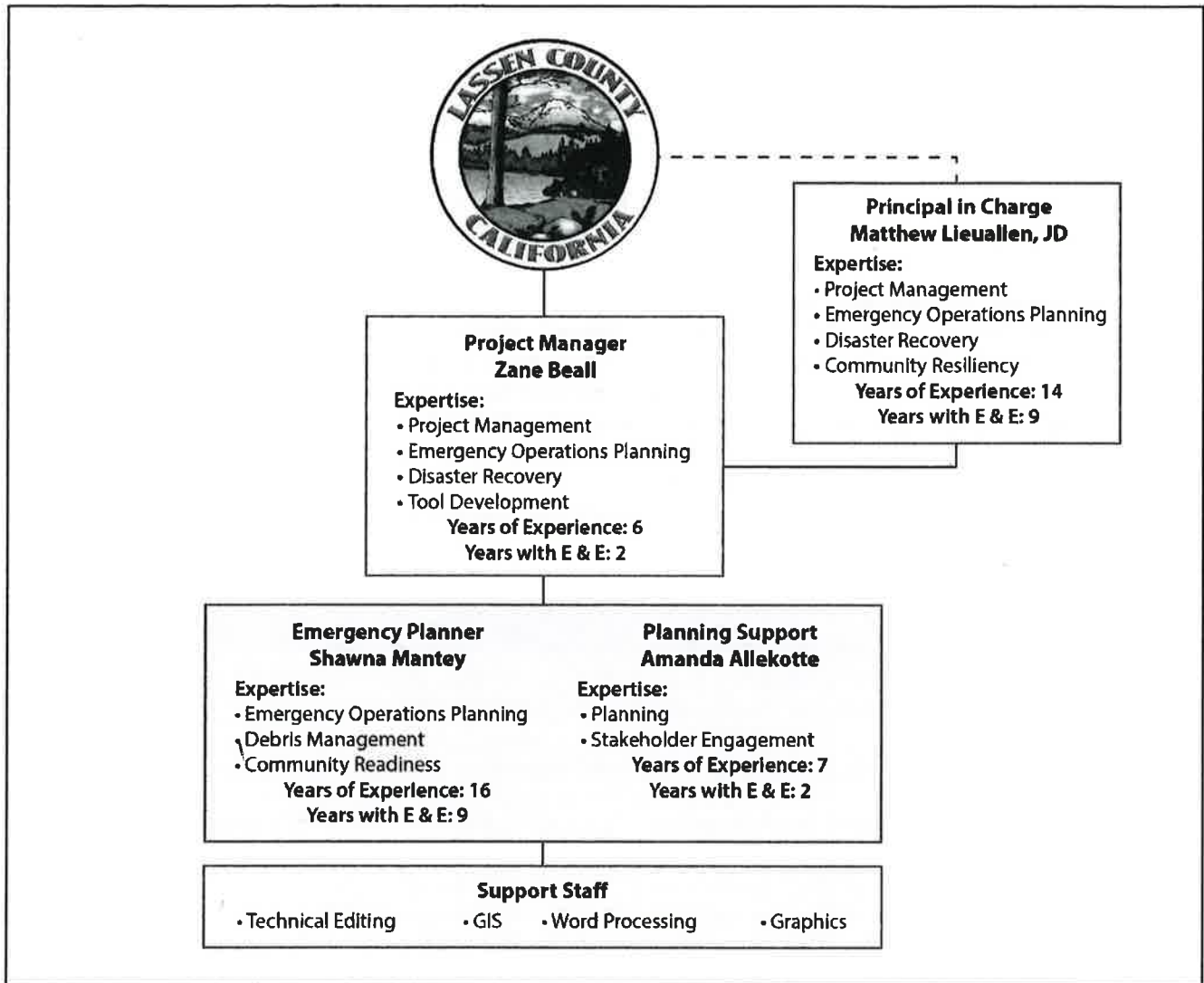
ASK US ABOUT ADDITIONAL PROJECT EXPERIENCE!

In addition to the EOP experience described above, E & E brings a wide range of experience to this project including expertise across all phases of emergency management. Project highlights include:

- E & E provided statewide technical assistance to local and tribal partners for Oregon's participation in the **2016 Cascadia Rising Exercise**. E & E provided training and planning support as well as on-site exercise evaluation support. E & E deployed a web-based training system and assisted the State in development of its After Action Report.
- E & E has supported multiple **statewide emergency planning projects in Nevada** including mass care and shelter planning, public information and warning, and disaster recovery. Planning projects involved development of tailored plans for all 17 Nevada counties as well as regionally focused stakeholder engagement support.
- E & E facilitated the most recent update of the **City of Seattle All Hazard Mitigation Plan**. The plan was approved by FEMA with no required revisions.
- E & E worked with the Colorado Resiliency & Recovery office to develop the state's first **Resiliency Framework**. This award-winning project included development of local-level frameworks for flood and fire-impacted communities as well as deployment of a web-based resource center.

4A. PROJECT ORGANIZATION

E & E's project team structure provides the County with responsive project management, experienced technical staff, and robust support to provide a 'one stop shop' for project success. Our project management team consists of a project manager responsible for day-to-day project oversight, a principal-in-charge responsible for contract and quality oversight, emergency planning staff to support the update process, and a full service support team that includes GIS, technical editing, word processing, and graphics support. An organizational chart of our proposed team is provided (Figure 2), followed by a more detailed list of each individual's qualifications. Resumes of Key Personnel are also included in Attachment 2. Based on developing project needs and requirements, E & E may also draw on our nation-wide network of emergency and environmental planning professional to augment project resources.



SOURCE Ecology and Environment, Inc. 2017

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Figure 2: ORGANIZATION CHART

p11



4B. PROJECT TEAM



Zane Beall | Project Manager | Portland, OR

M.P.A | B.A., Environmental Studies - Emergency Planning

With six years of professional experience, Zane provides emergency planning support for E & E projects spanning all phases of emergency management, including mitigation planning, evacuation planning, and exercise design. He is experienced in the development of emergency operations plans, resiliency planning, and restoration of natural system. He is trained in National Incident Management System (NIMS), Incident Command System (ICS), and Mitigation Planning for Local Communities. In addition, he has received training for incorporating climate adaptation strategies into emergency planning.

Project Highlights:

- Managed development of the **Washoe County Regional Debris Management Plan** including coordination with County, City, and Tribal partners.
- Managed development of the first joint-focused **Emergency Operations Plan** for Parachute-Battlement Mesa, Colorado.
- Managed the update of the **San Juan County Comprehensive Emergency Management Plan** in Washington, and aligned the plan with state planning requirements.
- Lead planner for development of the **City of Redding Public Works Department EOP**.
- Worked closely with Washoe County and regional partners to develop a web-based **Washoe Regional EOP**.
- Serves as lead planner and deputy project manager for **State of Nevada Disaster Recovery Framework**.
- Planner and facilitator for **mitigation plans** for Chautauqua County and Columbia Counties, New York.
- Supported development of **City of Loveland Disaster Recovery Plan** and led recovery tool development.
- For the State of Colorado, currently **supporting development of county-level resiliency plans** for communities severely impacted by flood and wildfire.
- Deputy Project Manager for the **Cascadia Rising 2016 Exercise**, which is the largest functional exercise in Oregon history, where he developed exercise material, facilitated stakeholder engagement and client meetings, and led technical development.



Matthew Lieuallen | Principal-in-Charge | Portland, OR
J.D. | B.A., Political Science

Matthew is a seasoned project manager, emergency planner who honed his skills over 14 years with E & E, leading progressively robust initiatives involving emergency and environmental planning and legal analysis support in the Pacific Northwest and nationwide. His leadership has helped position E & E at the forefront of emergency planning and community resiliency work for municipalities, counties, and states. His emergency planning and management experience spans all phases of emergency operations, including communications and public information, continuity of operations (COOP), transportation and evacuation, and critical infrastructure protection.

Project Highlights:

- Managed the comprehensive update of the **City of Redding and Shasta County EOPs** including alignment of plans with CalOES planning standards.
- Facilitated EOP plan review sessions for the **City of Redding**.
- Managed the **update of the Washoe County Regional EOP** including coordination with County, City, and Tribal partners.
- Served as the lead facilitator for **EOP tabletop exercises** for Polk and Benton Counties in Oregon.
- Project manager and lead planner for the **Oregon Statewide Emergency Operations Plan**, involving development of emergency plans for all 36 counties, all nine federally-recognized tribes, and 100+ cities.
- Served as project manager for the update of Oregon's newly released **State of Oregon Recovery Plan** and the update of the State of Oregon Debris Management Plan.
- Managed development of **county-level resiliency plans for Colorado communities** severely impacted by flood and wildfire, including facilitation of multiple day-long resiliency workshops.
- Managed Nevada statewide planning efforts including the **Statewide Disaster Recovery Project, Statewide Evacuation, Sheltering, and Mass Care Planning Project**, and the **Statewide Public Warning and Public Information Planning Project** resulting in the update of the Nevada Emergency Alert System Plan.



Shawna Mantey | Emergency Planner | Portland, OR
B.A., Psychology, Emergency Management Certification, Western Washington University

Shawna is a subject matter expert on EOP development and will provide technical support for plan development. She was the deputy project manager for an E & E initiative that supported the Oregon Office of Emergency Management in crafting EOPs for all 36 Oregon counties. She has managed projects for local, county, tribal, and private-sector and is trained in ICS and NIMS.

Project Highlights:

- Managed development of an **Emergency Operations for the Beaverton School district**, the third largest district in Oregon. The project included developing a basic plan, 11 functional annexes, 16 hazard-specific annexes, one support annex, and a work plan for future updates and program development.
- Member of the project team that prepared the **State Evacuation, Sheltering and Mass Care Plan** for the state of Nevada, and evacuation plans for all 17 Nevada counties.
- Assisted in development of a compliance report for the **Washoe County Regional EOP**.
- Managed **emergency planning support** for the Northern Wasco County People's Utility District where her team identified hazards and threats that could impede operations and service, and recommended actions.
- Assistant project manager for E & E's program to support the **Oregon Office of Emergency Management** to develop EOPs for all 36 Oregon counties, nine tribes and more than 100 cities.


Amanda Allekotte | Planning Support | San Francisco, CA
B.S., English and Environmental Science, University of Mary Washington

Amanda will provide planning and meeting support for project workshops and the tabletop exercise. She has facilitated inter- and intra-service workshops, as well as charrettes with local government. In her work with the Department of Defense, she has supported encroachment management and program implementation for the Air Force, Marine Corps, and Navy at installations, regional commands, and Headquarters.

Project Highlights:

- Developed the **land use analysis chapter** for 16 helipad locations and coordinated with team members to document updates.
- **Analyzed encroachment issues** and coordinated four workshops for the Department of Defense and the Government of Guam to encourage planning, and developed a composite tracking tool.

Expanded resumes for these key personnel are in Attachment 2.

5. COST SUMMARY

E & E's estimated time-and-materials, not-to-exceed price to perform the above stated scope of work is **\$49,370**. A cost summary by task is provided in Table 1.

Table 1: COST SUMMARY BY TASK

Task Description	Price	Estimated Hours
Task 1: Task Management and Coordination	\$9,845	60
Task 2: Integrated Emergency Plan	\$20,680	162
Task 3: Inclusion of City of Susanville	\$6,150	48
Task 4: Training Needs Assessment	\$2,730	22
Task 5: Training and Exercises	\$9,965	68
Total	\$49,370	360
Cost for Additional Presentation		\$1,850

The billing rate and estimated level of effort for E & E's proposed team members are provided in Attachment 3. E & E labor is invoiced in accordance with the complete listing of E & E's professional labor categories and rates which is included in Attachment 4.

Travel expenses are chargeable directly to a project for actual expenses incurred and include airfare, lodging and per diem; automobile, van, and truck rental; mileage; tolls; parking; and taxies. Per diem (meals and incidental expenses) is reimbursed to E & E personnel and invoiced using the published U.S. General Services Administration (GSA) Per Diem Rates. Mileage for privately owned vehicles (POV) is reimbursed to E & E personnel and invoiced using the U.S. Department of Treasury Internal Revenue Service (IRS) Standard Mileage Rate.

p14



Invoices shall be submitted by E & E on a monthly basis. E & E's standard invoice provides a list of labor hours and rates by labor category plus a list of project ODCs and subcontracted services. Customized formats and copies of individual timesheets and receipts can be provided for an additional administrative charge. Payment terms are net 30 days. Late payments will be assessed a 1% per month carrying charge.

6. STAFFING PLAN

A staffing plan by task is provided in Section 2A of the proposal (page 1).

7. STATEMENT OF STAFF AVAILABILITY

E & E's proposed project team was selected to provide the technical depth and expertise to successfully complete this work. We affirm that the team has the knowledge and the availability to support our proposed scope of work. E & E also affirms that should project needs arise, we will utilize our nation-wide network of emergency management and environmental professionals to ensure support. Our principal-in-charge will work proactively with the project manager to facilitate resource management needs.

8. STATEMENT OF E & E's UNIQUENESS

The E & E team is uniquely positioned to support you on this project. Our work here demonstrates that E & E has the ability and the team to be the successful collaborators you seek. Our team brings these key qualifications to this project:

- **We have written hundreds of EOPs.** Our team has worked on EOPs at the city, county, tribal, and state level. We have worked across the nation crafting plans that are consistent with state and federal planning requirements while always focused on reflecting how the community does business.
- **We have worked with your partners.** Our work with Shasta County built E & E a strong foundation for this project that draws on emergency planning models and experience in Northern California. We have also worked with your neighbors across the state line in Nevada. Our work with Washoe County and its regional partners allow us to better understand how you might request resources outside of California. *In fact, did you know that the Federal Communications Commission recently approved the Nevada Emergency Alert System Plan which covers parts of Lassen County?* E & E assisted the Nevada Emergency Communications Commission on that update.
- **We bring added value and expertise.** Our team includes emergency management professionals who have built EOPs, and also supported public health and medical planning (Washoe County Private Point of Dispensing Program), debris management (Portland Metropolitan Region Disaster Debris Management Framework), private sector coordination (NW Natural Emergency Plan Update), hazardous materials (Lake Tahoe Basin HazMat Tabletop Exercise). We can talk about the EOP while engaging your partners on the issues that are important to them.
- **We understand how to work with tribal partners.** The Susanville Indian Rancheria is located within the County, and while not necessarily part of the formal planning process, E & E recommends considering tribal coordination as part of the EOP update. We are experienced working with tribal nations including recent support of all nine federally recognized tribes in Oregon during the 2016 Cascadia Rising Exercise.

P15



- **We have a proven track record of success.** While not local to Lassen County, our Portland-based team has a proven record of successful completing emergency planning projects in Northern California and Nevada on time and on budget. We understand the importance of spending time in the community to truly understand the issues that will inform the plan update.

9. STATEMENT OF FIRM'S ABILITY TO MEET COUNTY INSURANCE REQUIREMENTS

E & E confirms our ability to meet the County's insurance requirements. Please find details of E & E's insurance coverage in Attachment 5.

10. EXCEPTIONS TO THE COUNTY'S STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

E & E respectfully reserves the right to provide exceptions to Attachments A, Scope of Services; Attachment B, Payment; and Attachment C, Additional Provisions, once provided for review and negotiation.

E & E respectfully submits exceptions to Attachment D, General Provisions, as set forth in detail in Attachment 6.

Attachment 1

PROPOSED TABLE OF CONTENTS

Attachment 1

PROPOSED TABLE OF CONTENTS

1. Base Plan		
Front Matter <ul style="list-style-type: none"> ▪ Letter of Transmittal ▪ Plan Administration ▪ Table of Contents 1 Introduction <ul style="list-style-type: none"> ▪ General ▪ Purpose and Scope ▪ Plan Organization ▪ Relationship to Other Plans ▪ Authorities ▪ Emergency Powers ▪ Continuity of Government and Operations ▪ Administration and Logistics ▪ Safety of Employee and Family 2 Situation and Planning Assumptions <ul style="list-style-type: none"> ▪ General ▪ Community Profile ▪ Threats and Hazards ▪ Capability Assessment ▪ Assumptions 	3 Concept of Operations <ul style="list-style-type: none"> ▪ General ▪ Emergency Management Mission Areas ▪ Response and Recovery Priorities ▪ Standardized Emergency Management System ▪ Incident Management 4 Roles and Responsibilities <ul style="list-style-type: none"> ▪ General ▪ Emergency Management Organization ▪ Responsibilities by Function ▪ Local Response Partners ▪ Operational Area Response Partners ▪ Regional Response Partners ▪ State Response Partners ▪ Federal Response Partners 	5 Command and Control <ul style="list-style-type: none"> ▪ General ▪ On-Scene Incident Management ▪ EOC Support, Activation, and Staffing ▪ Operational Area ▪ Department Operations Centers ▪ Incident Command System ▪ EOC Roles and Responsibilities ▪ Unified and Area Command ▪ Multi-Agency Coordination 6 Plan Maintenance and Implementation <ul style="list-style-type: none"> ▪ Plan Review and Maintenance ▪ Training and Exercise Program ▪ Event Critique and After Action Reporting ▪ Community Outreach and Education ▪ Funding and Sustainment
2. Emergency Function Annexes		
<ul style="list-style-type: none"> ▪ EF 1 – Transportation ▪ EF 2 – Communications ▪ EF 3 – Construction and Engineering ▪ EF 4 – Fire and Rescue ▪ EF 5 – Management ▪ EF 6 – Care and Shelter ▪ EF 7 – Resources ▪ EF 8 – Public Health and Medical ▪ EF 9 – Search and Rescue (now included in EF 4 and 13) 	<ul style="list-style-type: none"> ▪ EF 10 – Hazardous Materials ▪ EF 11 – Food and Agriculture ▪ EF 12 – Utilities ▪ EF 13 – Law Enforcement ▪ EF 14 – Recovery ▪ EF 15 – Public Information ▪ EF 16 – Evacuation (now included in EF 13) ▪ EF 17 – Volunteers and Donation Management ▪ EF 18 – Cyber Security 	
3. Incident Annex		
<ul style="list-style-type: none"> ▪ Drought ▪ Earthquake ▪ Major Fire ▪ Flood (including Dam Failure) ▪ Severe Weather ▪ Volcano 	<ul style="list-style-type: none"> ▪ Hazardous Materials Incident (Accidental Release) ▪ Public Health Incident ▪ Terrorism ▪ Transportation Accident ▪ Utility Failure 	
4. Appendices		
<ul style="list-style-type: none"> ▪ Sample Disaster Declaration Forms ▪ Incident Command System Forms ▪ Emergency Operations Center Position Checklists ▪ Acronyms and Glossary 	<ul style="list-style-type: none"> ▪ Mutual Aid Agreements ▪ Maps ▪ References 	

Attachment 2

RESUMES OF KEY PERSONNEL



An expert in emergency planning and management, Matthew is a proven project director with extensive experience in the Pacific Northwest.

MATTHEW R. LIEUALLEN, J.D.

Portland Operations Manager/ Emergency Planner

Mr. Lieuallen is a seasoned project manager, emergency planner, and meeting facilitator and also serves as operations manager of E & E's Portland office. He has honed his skills over 14 years with E & E, leading progressively robust initiatives involving emergency and environmental planning and legal analysis support in the Pacific Northwest and nationwide. His leadership has helped position E & E at the forefront of emergency planning and community resiliency work for municipalities, counties, and states. His emergency planning and management experience spans all phases of emergency operations, program assessment, hazard assessment and mitigation, public health and medical facilities/programs, hazardous materials, communications and public information, continuity of operations (COOP), transportation and evacuation, and critical infrastructure protection. In addition, he supports E & E's environmental projects for wind energy, pipeline, and military facilities.

EDUCATION

J.D., Lewis and Clark Law School

B.A., Political Science, cum laude, University of Oregon at Eugene

Integrating the E & E project team with the client's staff and other partners creates an effective, efficient, outcome-focused workforce. Mr. Lieuallen is adept at building these bridges and truly understanding our clients' issues, needs, and desires for workable results (e.g., Cascadia Rising, below).

He has worked with a variety of stakeholders from thought leaders to neighbors and municipal officials. He also worked with all nine Native American tribes in the State of Oregon—a unique opportunity to cross barriers and build consensus. He has skillfully managed multiple statewide resiliency efforts, including the groundbreaking Colorado Resiliency Framework.

Integrating cutting-edge technology solutions to solve twenty-first century problems, leading dynamic stakeholder learning sessions, and mentoring a diverse workforce help Mr. Lieuallen achieve a key client-centered goal: bringing value to the client in a resource-limited environment.

Cascadia Rising 2016 Exercise, Oregon. For the Oregon Office of Emergency Management, Mr. Lieuallen managed a statewide technical assistance contract to support all Oregon jurisdictions participating in this regional exercise—the largest functional exercise in Oregon history. He provided technical expertise and oversight for delivery of trainings, development of planning materials, deployment of a web-based resource center, and on-the-ground support to local partners. He also managed direct support to the nine federally recognized tribes in Oregon in what was their first joint planning effort. He endeavors “to bring the right people to the table,” he says, “to develop effective processes.” This was one of the keys to the success of the Cascadia Rising 2016 Exercise: a good team coalesced on an aggressive timetable and successfully brought the project in under budget.

Statewide Emergency Operations Planning Project, Oregon. Since 2008, for the Oregon Office of Emergency Management (OEM), Mr. Lieuallen has been E & E's project manager and lead planner for Oregon's Statewide

“Matthew was extremely respectful of tribal sovereignty and tribal processes. He understood the diversity of different tribal emergency structures and was able to work with the tribes where we were at, making the State's processes and program fit for us rather than trying to fit the tribes into the State's processes. He was very detailed, organized, and easy to work with. I highly recommend him.”

—Fauna Larkin, Assistant Health and Human Services Administrator, Coquille Indian Tribe Community Health Center (October 26, 2016)

Matthew R. Lieuallen, J.D. (Cont.)

Emergency Operations Planning Project. The multi-year, \$3+ million dollar project has resulted in the development of standardized emergency plans for all 36 counties, all nine federally recognized tribes, and more than 100 cities. Mr. Lieuallen worked closely with OEM and representatives from all jurisdictions to ensure consistency with local, state, and federal plans and best practices, including the National Incident Management System. He is responsible for overall plan coordination and quality and provides technical input into all project deliverables. Additional tasks included GIS mapping, preparing briefs, creating Emergency Support Function guides, and providing a web-based training module. As part of the statewide project, Mr. Lieuallen also served as project manager for the update of the state's newly released State of Oregon Recovery Plan and the update of the State of Oregon Debris Management Plan.

Colorado Resiliency Framework Services. The Colorado Resiliency Framework represents the State of Colorado's commitment to a more resilient future, and recognition that comprehensive resiliency planning can enable its communities to thrive in the face of a variety of natural and man-made hazards. Led by the Colorado Resiliency and Recovery Office (CRRO), the State convened the Colorado Resiliency Working Group (CRWG) to oversee and coordinate resiliency activity statewide. This coalition of 27 federal, state, local, and non-governmental agencies and organizations provided a broad range of technical and other expertise to lay the groundwork for resiliency planning.

Oregon Emergency Management

Regional Disaster Debris Management Plan, Portland, Oregon. For the City of Portland, Bureau of Planning and Sustainability, Mr. Lieuallen was project manager for development of a Regional Disaster Debris Management Framework, which provided an operational concept for the Portland Urban Area to respond and recover from a debris-generating event. In addition to the Framework, Mr. Lieuallen facilitated multiple stakeholder engagement meetings with regional partners; led technical development of a Jurisdictional Authority Report that defined disaster debris management authorities at the local, state, and federal level; and provided local partners with a Disaster Debris Toolkit to develop their own plans.

Washoe County Regional Emergency Operations Plan. For Washoe County Emergency Management and Homeland Security, Mr. Lieuallen managed the most recent update of the Washoe County Regional Operations Plan (REOP). The update included coordination with the County's regional partners, including the cities of Reno and Sparks, the Washoe County School District, and University of Nevada Reno. The updated plan was expanded to include the Reno-Sparks Indian Colony and the Pyramid Lake Paiute Tribe. Mr. Lieuallen facilitated stakeholder meetings, technically guided the plan update, and provided oversight for development of a web-based planning tool to support the region in its ongoing planning efforts.

City of Redding Public Works Emergency Operations Plan, California. E & E is currently working with the City of Redding to develop a public works emergency response plan. Working with staff from the water distribution, sewer, storm drain, and streets divisions, Mr. Lieuallen is helping to craft a functional department-level plan that

"I have had the opportunity to work with the E & E project team for over five years. I am familiar with the work of Matthew Lieuallen who manages our statewide emergency operations planning project. [E & E is] uniquely adept at developing emergency management plans and associated operational tools that can be easily deployed in the field. They consistently bring diverse partners to the table to facilitate an engaged planning process. All planning meetings and project deliverables are delivered with a high level of polish and professionalism."

—Matthew Marheine,
Manager, Plans and Training
Section, Oregon Office of
Emergency Management
(November 21, 2013)



With six years' experience, Zane provides project management and emergency planning support.

ZANE BEALL

Emergency Planner

A project manager and emergency planner located in E & E's Portland office, Mr. Beall has six years' professional experience providing clients with innovative project solutions, engaging stakeholder facilitation, and final deliverables of the highest quality. He provides planning support for all phases of emergency management, including mitigation planning, emergency operational planning, recovery planning, exercise design and evaluation, and resiliency planning. Mr. Beall works to ensure he brings emergency planning best practices from around the country to every project he supports. Fully trained in Incident Command System/National Incident Management System (ICS/NIMS), Mr. Beall has managed projects for local, county, and tribal organizations and is experienced in facilitating stakeholder workshops to identify project needs and align them with available resources. He is also a member of E & E's Superfund Technical Assessment and Response Team (START) program that works alongside the EPA following emergency response incidents.

EDUCATION

M.P.A., Public Administration,
University of Washington,
Evans School of Public
Policy & Governance

B.A., Environmental Studies/
Emergency Planning,
Western Washington
University, Huxley College
of the Environment

Washoe County Regional Debris Management Plan, Nevada. For Washoe County, Mr. Beall was project manager for development of a Regional Debris Management Plan to be utilized by the County, cities of Reno and Sparks, the Pyramid Lake Paiute Tribe, and Reno-Sparks Indian Colony. The plan provided an operational concept for the Washoe County region to respond to and recover from a debris-generating event. In addition, Mr. Beall facilitated multiple stakeholder engagement workshops to ensure the plan provides for regional needs. He also led planning development.

San Juan County Comprehensive Emergency Management Plan, Washington. For the San Juan County Department of Emergency Management, Mr. Beall is currently managing the update to the County's comprehensive emergency management plan and development of a complimentary operations manual. Mr. Beall ensures resources go as far as they can by listening to client needs and developing clear, succinct plan elements.

City of Loveland Disaster Recovery Plan, Colorado. E & E supported the development of a local-level disaster recovery plan for the City of Loveland. The plan presents complex disaster recovery concepts with language and mechanisms that bring results at the local level. Mr. Beall supported plan development and stakeholder engagement. In addition, he led the development of action-oriented tools, including recovery process decision trees and action matrices. Mr. Beall worked directly with City stakeholders to turn a concept into actionable deliverables.

Washoe County Regional EOP, Nevada. From 2015 to 2016, for the Washoe County Emergency Management Office, Mr. Beall worked closely with Washoe County and its regional partners in developing the regional emergency operations plan (EOP) for Washoe County, the City of Reno, the City of Sparks, the Washoe County School District, the University of Nevada at Reno, the Reno-Sparks Indian Colony, and the Pyramid Lake Paiute Tribe. He served as lead planner for the EOP and interviewed department heads in the various planning jurisdictions to capture and incorporate their emergency procedures into the regional plan.

Parachute-Battlement Mesa Community EOP, Colorado. E & E supported the Grand Valley Fire Protection District in the development of a community EOP. The plan is designed to link emergency operations within the Town of Parachute with the unincorporated area of Battlement Mesa. Mr. Beall served as project manager and led

Zane Beall (Cont.)

plan development for the project. In addition, he was responsible for facilitating discussions between public and private partners to ensure community needs are developed and enhanced.

Cascadia Rising 2016 Exercise, Oregon. For the State of Oregon, Mr. Beall served as deputy project manager for a statewide technical assistance contract to support all Oregon jurisdictions participating in the largest functional exercise in Oregon history. Mr. Beall's duties included developing exercise material, facilitating stakeholder engagement and client meetings, and providing direct exercise support to Coos County throughout the four-day exercise. Mr. Beall's work products included exercise injects for all four days of exercise play, exercise role quick guides, and customized Exercise Evaluation Guides.

White Pine County EOP and Hazardous Materials Response Plan, Nevada. For White Pine County, Mr. Beall managed E & E's development and update of the County EOP and Hazardous Materials Response Plan. The project incorporates incident annexes and emergency support functions into the county-level plan. In addition, he supports plan development and stakeholder engagement.

City of Redding Public Works EOP, California. E & E is currently working with the City of Redding to develop a public works EOP that links to the City's newly developed EOP. The plan will be supported by division-specific standard operating procedures that describe how each division, including water distribution, storm drain, sewer, and streets, will conduct critical response activities. As lead planner for the project, Mr. Beall has led plan development, including supporting standard operating procedure appendices. Additionally, Mr. Beall supports ongoing communications with the department. He has engaged department staff to create a plan that is both compliant with Standardized Emergency Management System (SEMS) and Incident Command System (ICS), as well as usable on the ground. Mr. Beall's project-specific responsibilities also include reviewing existing documents, meeting with client representatives, and identifying best practices. His experience in public works has helped build a productive, collaborative relationship with the client.

City of Newport EOP, Oregon. For the City of Newport, Mr. Beall supports plan development of the City's EOP. He offers subject matter expertise for public works infrastructure and water resources content development.

Clackamas County Disaster Debris Management Plan and City-Specific Annexes, Oregon. Mr. Beall supported development of a comprehensive county-level Disaster Debris Management Plan and 10 city-specific annexes that provide additional detail and guidance regarding city operations. In addition, his roles included data gathering, document review, and plan and city-annex development.

Emergency Warning and Public Information Planning Project, Nevada. For Washoe County, Mr. Beall supported E & E's development of the State of Nevada's Emergency Alert System (EAS) Plan. The plan was updated to integrate the Common Alerting Protocol (CAP) and new Federal Communications Commission requirements. The updated plan was presented to a statewide conference attended by EAS alerting authorities (emergency management and public safety officials) and EAS participants (broadcasters) in December 2015. All project phases involved robust stakeholder engagement through regional workshops and collaboration with the statewide PW/PI task force.



Shawna has managed projects for local, county, tribal and private-sector organizations and is experienced in meeting client objectives on time and within budget.

SHAWNA L. MANTEY

Emergency Planner

With 16 years' professional experience, Ms. Mantey provides emergency planning support for E & E projects spanning all phases of emergency management, including mitigation planning, evacuation planning, and exercise design. She is a subject matter expert on development of emergency operations plans and is experienced in project management, client outreach, and meeting facilitation. She meets with clients to discuss their planning needs; reviews emergency planning documents to identify data gaps and areas for enhancement, and both revises and writes planning documents. Her projects involve the development of emergency and disaster preparedness, response, and continuity of operations (COOP) procedures, as well as planning for implementation of national security directives. She has managed projects for local, county, tribal, and private-sector organizations and is experienced in meeting client objectives on time and within budget. Ms. Mantey also supports emergency preparedness in her community by volunteering at community events and participating in trainings and meetings with the Community Emergency Response Team (CERT).

EDUCATION

B.A., Psychology, Western
Washington University

CERTIFICATIONS

Emergency Management
Certificate, Western
Washington University

Northwestern and Western U.S.

Confederated Tribes of Grand Ronde (CTGR) Active Shooter Tabletop

Exercise, Oregon. Ms. Mantey managed E & E's project to assist the CTGR in facilitating a workplace violence/active shooter tabletop exercise. The exercises convened tribal officials and staff, as well as local response partners and facility representatives, to explore three modules of a pre-developed scenario. Those

modules included actions to be taken during the pre-incident phase and the incident response phase. Following the exercises, E & E developed a comprehensive After Action Report and Improvement Plan. Exercises were compliant with the Homeland Security Exercise and Evaluation Program.

Beaverton School District EOP, Oregon. Ms. Mantey managed E & E's development of an Emergency Operations Plan (EOP) for the Beaverton School District, which is the third largest school district in the State of Oregon. The project included developing a basic plan, 11 functional annexes, 16 hazard-specific annexes, one support annex, and a work plan for future updates and program development. Her responsibilities as project manager included project planning, cost/schedule control, client liaison and meeting facilitation, and supervision of all tasks for plan and workshop preparation.

Disaster Preparedness Program, Portland, Oregon. Ms. Mantey managed E & E's development of a disaster preparedness program for REACH Community Development, Inc., which included an EOP, 31 facility-specific preparedness plans and two workshops designed to train staff in their general responsibilities related to disaster preparedness. Her responsibilities as project manager included project planning, cost/schedule control, client liaison and meeting facilitation, and supervision of tasks for plan and workshop preparation.

Preparedness Support for Wasco County, Oregon. Ms. Mantey managed E & E's emergency management planning support for the Northern Wasco County People's Utility District (PUD). Her team identified hazards and threats that could impact PUD operations and its service area, recommended actions that the PUD could take to enhance its preparedness in the event of a natural disaster, and developed a comprehensive emergency response and service restoration plan tailored to fit PUD service area needs. As project manager, Ms. Mantey provided

p 24

Shawna L. Mantey (Cont.)

Trained in:

- National Incident Management System (NIMS) 300/400
- Incident Command System (ICS)
- National Response Framework (NRF)
- National Disaster Recovery Framework (NDRF)
- Continuity of Operations Planning
- Critical Infrastructure Key Resources (CIKR) Awareness
- Exercise Design
- Integrated Public Alert and Warning System
- Public Information Systems
- Debris Operations
- Hazardous Waste Operations Certification Training Program (HAZWOPER)
- Basic Conflict Resolution and Mediation
- CERT
- Dale Carnegie Course®

daily team management, cost/schedule control, and problem resolution; maintained effective liaison with PUD; and lead plan development.

County and City-Level EOP Updates, Oregon. Ms. Mantey was the assistant project manager for E & E's program supporting the Oregon Office of Emergency Management for the development of EOPs for all 36 Oregon counties and a growing number of tribes and cities. She supports the project manager on budget tracking and control, project resource management, and daily team coordination. In addition, she has been the lead planner for the development of over 40 EOPs statewide. Her project-specific responsibilities include reviewing existing documents; meeting with client representatives; evaluating the status of current planning efforts and identifying additional requirements based on local, state, and federal law and best practices; and developing complete and compliant EOPs in a collaborative process that involves coordination with the various jurisdictions' emergency management organizations and stakeholders.

Multiple jurisdictions have returned to request E & E's support in updating their EOPs under separate contracts since the conclusion of the statewide project. Ms. Mantey has managed several of these updates, including Polk County, Benton County, City of Newport, and Linn County.

REOP Compliance Report, Washoe County, Nevada. Ms. Mantey assisted in development of a compliance report addressing the Washoe County Regional Emergency Operations Plan (REOP). The report was a compilation of federal, state, and local planning requirements, gathered into a cohesive

document that provided a narrative and graphics illustrating regional compliance with NIMS, Nevada State Statute, and emergency management best practices.

Mass Care/Shelter Guidance Plan, Santa Clara County, California. Ms. Mantey was a member of the E & E team that assisted the County of Santa Clara Social Services Agency in its development of a final Standardized Emergency Management System (SEMS)/NIMS-compliant mass care and shelter guidance plan for Santa Clara County. The plan covers state and federal legislation for shelter operations; mass care; and shelter best practices as well as the County's EOP. Ms. Mantey also assessed existing city and county plans to verify compliance with regulatory requirements and best practices and assisted in the planning and facilitation of stakeholder meetings.

Cities Readiness Initiative, Hillsboro, Oregon. As a program support specialist with the Cities Readiness Initiative, Ms. Mantey provided assistance in the areas of emergency planning, preparedness, and associated training and designed, developed, and produced the bimonthly newsletter. Responsible for event planning and meeting logistics, she was the logistics chief for the Portland Partners in Preparedness Conference and provided ongoing liaison with agency partners.



Amanda uses her analytical abilities to solve complex compatibility challenges and excels at taking a task through from inception to conclusion.

AMANDA E. ALLEKOTTE

Planner

As a planner in E & E's San Francisco office, Ms. Allekotte uses her experience in land use planning, stakeholder analysis, strategic engagement, and resource management to provide planning services across the company's core capabilities. She specializes in compatible land use planning and has provided multidisciplinary analysis for projects at the local, regional, and federal levels. In her work with the Department of Defense, she has supported encroachment management and program implementation for the Air Force, Marine Corps, and Navy at installations, regional commands, and Headquarters. She has facilitated inter- and intra-service workshops, as well as charrettes with local government. Ms. Allekotte also supports E & E's preparation of environmental documents required under NEPA and CEQA—including EAs, EISs, and EIRs—and produces reports required to obtain regional, state, and federal permits.

EDUCATION

B.S., English and Environmental
Science, University of
Mary Washington
(*summa cum laude*)

TDS Olinda/Happy Valley Broadband Project, California. Ms. Allekotte is a resource section author for the Initial Study of the TDS Olinda/Happy Valley Broadband Project. The proposed project involves construction of a second-generation, very-high-bit-rate digital subscriber line (VDSL2) fiber optic-cable network of 25Mbps/5Mbps (megabit-per-second download/upload) speed. Approximately 15.3 miles of new fiber-optic cable would be buried within protective conduit along existing roads in southwestern Shasta County. Her

responsibilities include completing a deficiency review of the Proponent's Environmental Assessment and drafting the noise and agricultural resource sections.

Helipad Obstructions and Controls Reports, Southeast United States and Caribbean (NAVFAC Southeast).

As a planner, Ms. Allekotte develops the land use analysis chapter for 16 helipad locations. This effort requires analyzing GIS data to determine on- and off-base land use compatibility within helipad accident potential zones and air installations compatibility use zones. She also supports the project manager in report delivery by coordinating with team members to maintain project momentum and documenting weekly team updates and action items.

Airfield Obstructions and Controls Reports, Southeast U.S. and Caribbean (NAVFAC Southeast). Ms. Allekotte supports the project manager in finalizing reports for 11 airfield locations across the Southeast U.S. and Caribbean. Her responsibilities include adjudicating client comments for draft versions, coordinating with team members to maintain project momentum, and documenting weekly team updates and action items. Her contributions have expedited delivery of the final reports to the client.

Joint Region Marianas Encroachment Action Plan (EAP) Update, Guam (NAVFAC Marianas).

Ms. Allekotte analyzed encroachment issues affecting Commander, Joint Region Marianas (CJRM) in the Territory of Guam and Commonwealth of the Northern Mariana Islands. The resulting plan was intended to guide encroachment management efforts of the Regional Community Planning Liaison Officer (RCPLO). During the plan's development, Ms. Allekotte coordinated and facilitated four collaborative workshops with the Department of Defense and Government of Guam to encourage planning between the two entities. She designed management strategies to address identified encroachment issues and developed a composite encroachment management tracker for the RCPLO. This tool was customized to automate day-to-day tracking completed by the RCPLO. She worked with E & E graphic designers to develop a version of the EAP releasable to the Government of Guam. In addition to her role as a planner, Ms. Allekotte also supported the project manager with team coordination, client

p 26

Amanda E. Allekotte (Cont.)

comment adjudication, deliverable production, and meeting documentation. Her efforts helped the project stay on-time and on-budget.

Air Force Installation Complex Encroachment Management Action Plan (ICEMAP), New Jersey and Washington. E & E, as a subcontractor to Woolpert, assisted the Air Force and local installation leadership, decision makers, and stakeholders in identifying, preventing, and reducing mission sustainment challenges facing Joint Base McGuire-Dix-Lakehurst (JB MDL) in New Jersey and Fairchild Air Force Base (AFB) in Washington to develop their respective ICEMAPs. Ms. Allekotte functioned as an engagement specialist for the report and developed the engagement strategy (Chapter 8) of the ICEMAP. In this capacity, she developed themes and messages, identified and tiered stakeholders, created functional engagement plans, and catalogued existing efforts. Chapter 8 of the ICEMAP is a key tool for the Installation Encroachment Management Team (IEMT) and Ms. Allekotte's contributions will support the IEMT in ICEMAP implementation, as well as on-going implementation of the Air Force Encroachment Management program.

Naval Support Activity Orlando and Naval Ordnance Test Unit Encroachment Action Plan, Florida (NAVFAC Southeast). Ms. Allekotte analyzed encroachment issues affecting Department of the Navy military training activities at Naval Support Activity Orlando and Naval Ordnance Test Unit and designed management strategies to address the identified encroachment issues. She created a supplementary handout designed to communicate compatible land use near Naval Undersea Warfare Center Okahumpka to the general public, as well as a separate management strategy workbook. In addition to her role as a planner, Ms. Allekotte also supported the project manager with team coordination, client comment adjudication, deliverable production, and meeting documentation.

Naval Air Station Key West EAP, Florida (NAVFAC Southeast). Ms. Allekotte supported preparation of this plan by adjudicating client comment responses and coordinating final deliverable production.

Planning and Analysis Services, Oakland, California and Fredericksburg, Virginia. For Marstel-Day, LLC, Ms. Allekotte contributed to multiple encroachment-based studies in the United States and overseas, providing expertise in natural resource management, compatible land use issues, stakeholder analysis, facilitation and engagement, and climate adaptation planning. She developed communications-based strategies, including a Standard Operating Procedure for government agency engagement for Marine Corps Installations East, a strategic engagement plan for Marine Corps Base Hawaii, a community analysis for Marine Corps Air Station Iwakuni (Japan), and public outreach materials for several Air Force Installations. She also specialized in multimedia education and training tools and created computer-based training courses and promotional videos for Marstel-Day's Air Force client. Ms. Allekotte also directly supported the Western Regional Manager and coordinated Marstel-Day's company-wide annual Earth Day campaign.

Prior to joining the Western Regional Office in Oakland, Ms. Allekotte provided executive support to Marstel-Day's President and CEO in the Fredericksburg, Virginia headquarters office. These efforts focused on community sustainability, including the University of Mary Washington-led Climate Action and Readiness Plan, the annual Marstel-Day Green Gala fundraiser, and the local Green Business Action Committee. She also provided on-going research support to Marine Corps Installations East in renewable energy issues, natural resource management, threatened and endangered species analysis, water management, and climate adaptation planning. Ms. Allekotte started with Marstel-Day as an undergraduate intern, where she supported a senior land use manager in developing a high-profile compatible land use strategy for a 25-county area in North Carolina.

Attachment 3

**BILLING RATE AND ESTIMATED LEVEL OF EFFORT
FOR KEY PERSONNEL**

Attachment 3

**BILLING RATE AND ESTIMATED LEVEL OF EFFORT
FOR KEY PERSONNEL**

E & E Personnel	E & E Labor Category	2017 Rate/Hr.	2018 Rate/Hr.	Estimated Hours
Lieuallen, Matthew	Scientist III	\$183	\$188	34
Allekotte, Amanda	Scientist V	\$137	\$141	56
Beall, Zane	Scientist VI	\$117	\$121	186
Mantey, Shawna	Scientist VII	\$104	\$107	32
E & E Staff	Information Technology IV	\$113	\$116	8
E & E Staff	Technical Writer I	\$142	\$146	24
E & E Staff	Graphics Illustrator	\$115	\$118	8
E & E Staff	Word Processor	\$89	\$92	12

Attachment 4

PROFESSIONAL LABOR CATEGORIES AND RATES

ATTACHMENT 4

PROFESSIONAL LABOR CATEGORIES AND RATES

Labor Category	2017	2018
▪ Principal Engineer	\$243	\$250
▪ Engineer I	\$216	\$222
▪ Engineer II	\$203	\$209
▪ Engineer III	\$191	\$197
▪ Engineer IV	\$163	\$168
▪ Engineer V	\$143	\$147
▪ Engineer VI	\$124	\$128
▪ Engineer VII	\$111	\$114
▪ Principal Scientist	\$231	\$238
▪ Scientist I	\$210	\$216
▪ Scientist II	\$197	\$203
▪ Scientist III	\$183	\$188
▪ Scientist IV	\$157	\$162
▪ Scientist V	\$137	\$141
▪ Scientist VI	\$117	\$121
▪ Scientist VII	\$104	\$107
▪ CAD and Drafting	\$108	\$111
▪ Information Technology I	\$183	\$188
▪ Information Technology II	\$161	\$166
▪ Information Technology III	\$132	\$136
▪ Information Technology IV	\$113	\$116
▪ Information Technology V	\$88	\$91
Technical Support		
▪ Report Production Coordinator	\$157	\$162
▪ Technical Writer I	\$142	\$146
▪ Technical Writer II	\$108	\$111
▪ Graphics Illustrator	\$115	\$118
▪ Word Processor	\$89	\$92
Administrative		
▪ Accounts Specialist I	\$129	\$133
▪ Accounts Specialist II	\$89	\$92
▪ Clerical	\$74	\$76

Other Direct Costs (out of pocket expenses), Travel and Subcontractor costs are invoiced at actual costs.

Labor rates are per calendar year.

E & E will invoice at the rates per the applicable year in which services are performed, for all task orders.

Attachment 5

CERTIFICATE OF LIABILITY INSURANCE



ECOL&EN-01

KHANQA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/2/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of New York, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: Willis Towers Watson Certificate Center		
	PHONE (A/C, No, Ext): (877) 945-7378	FAX (A/C, No): (888) 467-2378	
	E-MAIL ADDRESS: certificates@willis.com		
INSURED Ecology and Environment, Inc. 368 Pleasant View Drive Lancaster, NY 14086	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Great Divide Insurance Company		25224
	INSURER B: Federal Insurance Company		20281
	INSURER C:		
	INSURER D:		
	INSURER E:		
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GLP200597714	08/01/2016	08/01/2017	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 30,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BAP200598314	08/01/2016	08/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			79872763	08/01/2016	08/01/2017	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 Prod/Compl Ops. \$ 15,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCA200597914	08/01/2016	08/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<input checked="" type="checkbox"/> Business Auto			BAP200598714	08/01/2016	08/01/2017	See Attached

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Excess Liability supports all coverage except Pollution and Professional.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Specimen

133

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ADDITIONAL COVERAGE SCHEDULE

COVERAGE	LIMITS
POLICY TYPE: Automobile Liability CARRIER: Great Divide Insurance Company POLICY TERM: 08/01/2016 - 08/01/2017 POLICY NUMBER: BAP200598714	Combined Single Limit \$1,000,000 Any Auto Hired Autos Non-Owned Autos
POLICY TYPE: Professional/Pollution Liability CARRIER: Great Divide Insurance Company POLICY TERM: 08/1/2016 – 08/1/2017 POLICY NUMBER: CCP200597614	\$11,000,000 - Prof/Claim Poll/Occurrence \$11,000,000 Aggregate

p33a

Attachment 6

EXCEPTIONS TO STANDARD CONTRACT

ATTACHMENT D

GENERAL PROVISIONS

D.1. INDEPENDENT CONTRACTOR. For all purposes arising out of this Agreement, CONTRACTOR shall be: an independent contractor and CONTRACTOR and each and every employee, agent, servant, partner, and shareholder of CONTRACTOR (collectively referred to as "The Contractor") shall not be, for any purpose of this Agreement, an employee of COUNTY. Furthermore, this Agreement shall not under any circumstance be construed or considered to be a joint powers agreement as described in California Government Code sections 6000, et seq., or otherwise. As an independent contractor, the following shall apply:

D.1.1 CONTRACTOR shall determine the method, details and means of performing the services to be provided by CONTRACTOR as described in this Agreement.

D.1.2 CONTRACTOR shall be responsible to COUNTY only for the requirements and results specified by this Agreement and, except as specifically provided in this Agreement, shall not be subject to COUNTY's control with respect to the physical actions or activities of CONTRACTOR in fulfillment of the requirements of this Agreement.

D.1.3 CONTRACTOR shall be responsible for its own operating costs and expenses, property and income taxes, workers' compensation insurance and any other costs and expenses in connection with performance of services under this Agreement.

D.1.4 CONTRACTOR is not, and shall not be, entitled to receive from or through COUNTY, and COUNTY shall not provide or be obligated to provide the CONTRACTOR with workers' compensation coverage, unemployment insurance coverage or any other type of employee or worker insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of COUNTY.

D.1.5 The CONTRACTOR shall not be entitled to have COUNTY withhold or pay, and COUNTY shall not withhold or pay, on behalf of the CONTRACTOR any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program or any other type of pension, annuity or disability program required or provided by any federal, state or local law or regulation for, or normally afforded to, an employee of COUNTY.

D.1.6 The CONTRACTOR shall not be entitled to participate in, or receive any benefit from, or make any claim against any COUNTY fringe benefit program including, but not limited to, COUNTY's pension plan, medical and health care plan, dental plan, life insurance plan, or other type of benefit program, plan or coverage designated for, provided to, or offered to COUNTY's employees.

D.1.7 COUNTY shall not withhold or pay on behalf of CONTRACTOR any federal, state or local tax including, but not limited to, any personal income tax owed by CONTRACTOR.

D.1.8. The CONTRACTOR is, and at all times during the term of this Agreement shall represent and conduct itself as, an independent contractor and not as an employee of COUNTY.

D.1.9 CONTRACTOR shall not have the authority, express or implied, to act on behalf of, bind or obligate the COUNTY any way without the written consent of the COUNTY.

D.2 LICENSES, PERMITS, ETC. CONTRACTOR represents and warrants to COUNTY that it has all

____ County Initials

ATTACHMENT D, Page 1

Contractor Initials _____

licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed.

D.3 CHANGE IN STATUTES OR REGULATIONS. If there is a change of statutes or regulations applicable to the subject matter of this Agreement, both parties agree to be governed by the new provisions, unless either party gives notice to terminate pursuant to the terms of this Agreement.

D.4 TIME. CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement. Neither party shall 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.

D.5 INSURANCE.

D.5.1 Prior to rendering services provided by the terms and conditions of this Agreement, CONTRACTOR shall acquire and maintain during the term of this Agreement insurance coverage (hereinafter referred to as "the insurance") through and with an insurer acceptable to COUNTY. The insurance shall contain the following coverages:

D.5.1.1 Comprehensive general liability insurance including comprehensive public liability insurance with minimum coverage of One Million Dollars (\$1,000,000) per occurrence and with not less than One Million Dollars (\$1,000,000) aggregate. ~~CONTRACTOR shall insure both COUNTY and CONTRACTOR against any liability arising under or related to this Agreement.~~

D.5.1.2 During the term of this Agreement, CONTRACTOR shall maintain in full force and effect a policy of professional errors and omissions insurance with policy limits of not less than One Million Dollars (\$1,000,000) per incident and One Million Dollars (\$1,000,000) annual aggregate, with deductible or self-insured portion not to exceed ~~Two Thousand Five Hundred Thousand Dollars (\$2,500,000).~~

D.5.1.3 Comprehensive automobile liability insurance with minimum coverage of Five Hundred Thousand Dollars (\$500,000) per occurrence and with not less than Five Hundred Thousand Dollars (\$500,000) on reserve in the aggregate, with combined single limit including owned, non-owned and hired vehicles.

D.5.1.4 Workers' Compensation Insurance coverage for all of CONTRACTOR's employees and other persons for whom CONTRACTOR is responsible to provide such insurance coverage, as provided by Division 4 and 4.5 of the California Labor Code.

D.5.2 The limits of insurance herein shall not limit the liability of the CONTRACTOR hereunder.

D.5.3 In respect to any insurance herein, if the aggregate limit available becomes less than that required above, other excess insurance shall be acquired and maintained immediately. For the purpose of any insurance term of this Agreement, "aggregate limit available" is defined as the total policy limits available for all claims made during the policy period.

D.5.4 Except for ~~automobile professional liability and workers' compensation~~ insurance, the insurance shall name the COUNTY and COUNTY's officers, employees, agents and independent contractors as additional insureds and shall

Commented [HC1]: E & E maintains Professional Liability coverage, in the amount of eleven million dollars (\$11,000,000). As such, the five hundred thousand dollar (\$500,000) deductible is more in line with the size and scope of our business and insurance coverage amounts.

____ County Initials ATTACHMENT D, Page 2 Contractor Initials _____

include an endorsement that no cancellation or material change adversely affecting any coverage provided by the insurance may be made until twenty (20) days after written notice is delivered to COUNTY.

D.5.5 The insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY at its sole and absolute discretion. The amount of any deductible payable by the insured shall be subject to the prior approval of the COUNTY and the COUNTY, as a condition of its approval, may require such proof of the adequacy of CONTRACTOR's financial resources as it may see fit.

D.5.6 Prior to CONTRACTOR rendering services provided by this Agreement, and immediately upon acquiring additional insurance, CONTRACTOR shall deliver a certificate of insurance describing the insurance coverages and endorsements to:

~~Upon COUNTY's request, CONTRACTOR shall deliver certified copies of any insurance policies to COUNTY.~~

D.5.7 CONTRACTOR shall not render services under the terms and conditions of this Agreement unless each type of insurance coverage and endorsement is in effect and CONTRACTOR has delivered the certificate(s) of insurance to COUNTY as previously described. If CONTRACTOR shall fail to procure and maintain said insurance, COUNTY may, but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by CONTRACTOR to COUNTY upon demand. The policies of insurance provided herein which are to be provided by CONTRACTOR shall be for a period of not less than one year, it being understood and agreed that twenty (20) days prior to the expiration of any policy of insurance, CONTRACTOR will deliver to COUNTY a renewal or new policy to take the place of the policy expiring.

D.5.8 COUNTY shall have the right to request such further coverages and/or endorsements on the insurance as COUNTY deems necessary, at CONTRACTOR's expense. The amounts, insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY in its sole and absolute discretion.

D.5.9 Any subcontractor(s), independent contractor(s) or any type of agent(s) performing or hired to perform any term or condition of this Agreement on behalf of CONTRACTOR, as may be allowed by this Agreement (hereinafter referred to as the "SECONDARY PARTIES"), shall comply with each term and condition of this Section D.5 entitled "INSURANCE". Furthermore, CONTRACTOR shall be responsible for the SECONDARY PARTIES' acts and satisfactory performance of the terms and conditions of this Agreement.

D.6 INDEMNITY

~~COUNTY shall not be liable for, and CONTRACTOR shall defend and indemnify and hold harmless COUNTY and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including reasonable attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either to the extent resulting directly or indirectly from any negligent act, error, or omission or negligence of CONTRACTOR or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission.~~

____ County Initials

ATTACHMENT D, Page 4

Contractor Initials _____

p 37

whether active or passive of County Parties. CONTRACTOR shall have no obligation, however, to defend or indemnify County Parties from a Claim if to the extent it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

County shall not be liable for, and CONTRACTOR shall defend and indemnify COUNTY and its officers, agents, employees and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of CONTRACTOR or its officers, employees, agents, contractors, licensees or servants, including, without limitation, claims caused by the concurrent negligent act, error or omission, of County Parties. However, CONTRACTOR shall have no obligation to defend or indemnify County Parties against claims caused by the active negligence, sole negligence or willful misconduct of County Parties.

Commented [HC2]: Respectfully, this language appears repetitious.

Commented [HC3]: Sections D.6.1 through D.6.5 appear to be inapplicable to the relationship contemplated pursuant to this Request for Proposal.

D.6.1. Claims Arising from Sole Acts or Omissions of COUNTY:

The County of Lassen (COUNTY) does hereby agree to defend and indemnify the "[OTHER PUBLIC AGENCY]", its agents, officers and employees (hereinafter collectively referred to in this paragraph as "[OTHER PUBLIC AGENCY]", from any claim, action or proceeding against "[OTHER PUBLIC AGENCY]", arising solely out of the acts or omissions of County in the performance of this Agreement. At its sole discretion, "[OTHER PUBLIC AGENCY]" may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve county of any obligation imposed by this Agreement. "[OTHER PUBLIC AGENCY]" shall notify County promptly of any claim, action or proceeding and cooperate fully in the defense.

D.6.2. Claims arising From Sole Acts or Omissions of "[OTHER PUBLIC AGENCY]":

The "[OTHER PUBLIC AGENCY]" hereby agrees to defend and indemnify the County of Lassen, its agents, officers and employees, (hereinafter collectively referred to in this paragraph as County), from any claim, action or proceeding against County, arising solely out of the acts or omissions of "[OTHER PUBLIC AGENCY]" in the performance of this MOA. At its sole discretion, County may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve "[OTHER PUBLIC AGENCY]" of any obligation imposed by this Agreement. County shall notify "[OTHER PUBLIC AGENCY]" promptly of any claim, action or proceeding and cooperate fully in the defense.

D.6.3. Claims Arising From Concurrent Acts or Omissions:

The County of Lassen (COUNTY) hereby agrees to defend itself, and the "[OTHER PUBLIC AGENCY]" hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of County and "[OTHER PUBLIC AGENCY]". In such cases, county and "[OTHER PUBLIC AGENCY]" agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 5 below.

D.6.4. Joint Defense:

Notwithstanding paragraph D.6.3 above, in cases where COUNTY and "[OTHER PUBLIC AGENCY]" agree in writing to a joint defense, County and "[OTHER PUBLIC AGENCY]" may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of "[OTHER PUBLIC AGENCY]". Joint defense counsel shall be selected by mutual agreement of County and "[OTHER PUBLIC AGENCY]". County and "[OTHER PUBLIC AGENCY]" agree to share

____ County Initials

ATTACHMENT D, Page 4

Contractor Initials _____

p38

~~the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph D.6.5 below. County and "[OTHER PUBLIC AGENCY]" further agree that neither party may bind the other to a settlement agreement without the written consent of both County and "[OTHER PUBLIC AGENCY]".~~

~~D.6.5. Reimbursement and/or Reallocation:~~

~~Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, County and "[OTHER PUBLIC AGENCY]" may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.~~

D.7 CONTRACTOR NOT AGENT. Except as COUNTY may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind COUNTY to any obligation whatsoever.

D.8 ASSIGNMENT PROHIBITED. CONTRACTOR may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

D.9 PERSONNEL. CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.

D.10 STANDARD OF PERFORMANCE. CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession.

D.11 POSSESSORY INTEREST. The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the California Revenue and Taxation Code section 107. For all purposes of compliance by COUNTY with Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this, if created, and the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

D.12 TAXES. CONTRACTOR hereby grants to the COUNTY the authority to deduct from any payments to CONTRACTOR any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONTRACTOR.

D.13 TERMINATION.

D.13.1 COUNTY shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to CONTRACTOR. In the event COUNTY gives notice of termination, CONTRACTOR shall immediately cease rendering service upon receipt of such written notice and the following shall apply:

_____, County Initials

ATTACHMENT D, Page 5

Contractor Initials _____

D.13.1.1 CONTRACTOR shall deliver to COUNTY copies of all writings prepared by it pursuant this agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photocopying, photographing computer storage medium (tapes, disks, diskettes, etc.) and every other means of recording upon any tangible thing, and form of communication or representation, including letters, pictures, sounds, or symbols, or combinations thereof.

D.13.1.2 COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed * _____ Dollars (\$* _____). Further provided, 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. In this regard, CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

D.13.2 CONTRACTOR may terminate its services under this Agreement upon thirty (30) working days written notice to the COUNTY, without liability for damages, if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY, provided that CONTRACTOR has first provided COUNTY with a written notice of any alleged breach, specifying the nature of the alleged breach and providing not less than ten (10) working days within which the COUNTY may cure the alleged breach.

D.14 OWNERSHIP OF INFORMATION. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become and/or remain the property of COUNTY, and CONTRACTOR agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this project.

D.15 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 shall 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 shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

D.16 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 shall be liable for any representations made, express or implied.

D.17 SUPERSEDES PRIOR AGREEMENTS. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

D.18 ATTORNEY'S FEES. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

____ County Initials ATTACHMENT D, Page 6 Contractor Initials _____

p 40

D.19 MINOR AUDITOR REVISION. In the event the Lassen County Auditor's office finds a mathematical discrepancy between the terms of the Agreement and actual invoices or payments, provided that such discrepancy does not exceed one percent (1%) of the Agreement amount, the Auditor's office may make the adjustment in any payment or payments without requiring an amendment to the Agreement to provide for such adjustment. Should the COUNTY or the CONTRACTOR disagree with such adjustment, they reserve the right to contest such adjustment and/or to request corrective amendment.

D.20 CAPTIONS. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

D.21 DEFINITIONS. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

D.21.1 Number and Gender. In this Agreement, the neuter gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

D.21.2 Mandatory and Permissive. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

D.22 TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

D.23 SUCCESSORS AND ASSIGNS. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

D.24 MODIFICATION. No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

D.25 COUNTERPARTS. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

D.26 OTHER DOCUMENTS. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

D.27 PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

D.28 VENUE. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Lassen, State of California.

D.29 CONTROLLING LAW. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

D.30 CALIFORNIA TORT CLAIMS ACT. Notwithstanding any term or condition of the Agreement, the provisions, and related provisions, of the California Tort Claims Act, Division 3.6 of the Government Code, are not waived by COUNTY and shall apply to any claim against COUNTY arising out of any acts or conduct under

County Initials

ATTACHMENT D, Page 7

Contractor Initials

the terms and conditions of this Agreement.

D.31 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term herein.

D.32 AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm (s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement are in full compliance. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

D.33 CORPORATE AUTHORITY. If CONTRACTOR is a corporation or public agency, each individual executing this Agreement on behalf of said corporation or public agency represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the bylaws of said corporation or Board or Commission of said public agency, and that this Agreement is binding upon said corporation or public entity in accordance with its terms. ~~If CONTRACTOR is a corporation, CONTRACTOR shall, within thirty (30) days after execution of this Agreement, deliver to COUNTY a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Agreement.~~

Commented [HC4]: Based on E & E's Corporate Byla...
no such resolution is necessary. E & E has authorized
several corporate officers to sign Service Agreements or
as needed basis.

D.34 CONFLICT OF INTEREST.

D.34.1 Legal Compliance. CONTRACTOR agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090 and Chapter 7 of Title 9 of said Code, commencing with Section 87100, including regulations promulgated by the California Fair Political Practices Commission.

D.34.2 Advisement. CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of this law, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of the question.

D.34.3 Admonition. Without limitation of the covenants in subparagraphs D.34.1 and D.34.2, CONTRACTOR is admonished hereby as follows:

The statutes, regulations and laws referenced in this provision D.34 include, but are not limited to, a prohibition against any public officer, including CONTRACTOR for this purpose, from making any decision on behalf of COUNTY in which such officer has a direct or indirect financial interest. A violation occurs if the public officer influences or participates in any COUNTY decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest of any type, with certain narrow exceptions.

D.35 NONDISCRIMINATION. During the performance 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 under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions 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

____ County Initials ATTACHMENT D, Page 8 Contractor Initials _____

p42

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 regulation 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.

D.36 JOINT AND SEVERAL LIABILITY. If any party consists of more than one person or entity, the liability of each person or entity signing this Agreement shall be joint and several.

D.37 TAXPAYER I.D. NUMBER. The COUNTY shall not disburse any payments to CONTRACTOR pursuant to this Agreement until CONTRACTOR supplies the latter's Taxpayer Identification Number or Social Security Number by providing COUNTY with a completed IRS Form W-9.

D.38 NOTICES. 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 follows:

If to "COUNTY":

If to "CONTRACTOR":

END OF ATTACHMENT "D".

____ County Initials

ATTACHMENT D, Page 9

Contractor Initials _____

[v.20150602]

AGREEMENT BETWEEN LASSEN COUNTY AND *

p43

ATTACHMENT B

**AGREEMENT BETWEEN LASSEN
COUNTY AND ECOLOGY AND
ENVIRONMENT INC.**

PAYMENT

COUNTY shall pay CONTRACTOR as follows:

This is a "time and materials" agreement which will be paid monthly in accordance with section 5 of that document entitled "Proposal to Prepare a Multi-Jurisdictional Emergency Operations Plan for Lassen County including the City of Susanville" dated March 9, 2017, submitted by Ecology and Environment Inc., and attached and incorporated herein as exhibit 1(43 pages) to attachment A.

The maximum amount to be paid pursuant to this agreement is \$49,370.00.

END OF ATTACHMENT "B"



**ATTACHMENT C
AGREEMENT BETWEEN LASSEN COUNTY AND
ECOLOGY AND
ENVIRONMENT INC**

ADDITIONAL PROVISIONS

None.

END OF ATTACHMENT "C"

____ County Initials

Page 1

Contractor Initials



ATTACHMENT D

GENERAL PROVISIONS

D.1. INDEPENDENT CONTRACTOR. For all purposes arising out of this Agreement, CONTRACTOR shall be: an independent contractor and CONTRACTOR and each and every employee, agent, servant, partner, and shareholder of CONTRACTOR (collectively referred to as "The Contractor") shall not be, for any purpose of this Agreement, an employee of COUNTY. Furthermore, this Agreement shall not under any circumstance be construed or considered to be a joint powers agreement as described in California Government Code sections 6000, et seq., or otherwise. As an independent contractor, the following shall apply:

D.1.1 CONTRACTOR shall determine the method, details and means of performing the services to be provided by CONTRACTOR as described in this Agreement.

D.1.2 CONTRACTOR shall be responsible to COUNTY only for the requirements and results specified by this Agreement and, except as specifically provided in this Agreement, shall not be subject to COUNTY's control with respect to the physical actions or activities of CONTRACTOR in fulfillment of the requirements of this Agreement.

D.1.3 CONTRACTOR shall be responsible for its own operating costs and expenses, property and income taxes, workers' compensation insurance and any other costs and expenses in connection with performance of services under this Agreement.

D.1.4 CONTRACTOR is not, and shall not be, entitled to receive from or through COUNTY, and COUNTY shall not provide or be obligated to provide the CONTRACTOR with workers' compensation coverage, unemployment insurance coverage or any other type of employee or worker insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of COUNTY.

D.1.5 The CONTRACTOR shall not be entitled to have COUNTY withhold or pay, and COUNTY shall not withhold or pay, on behalf of the CONTRACTOR any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program or any other type of pension, annuity or disability program required or provided by any federal, state or local law or regulation for, or normally afforded to, an employee of COUNTY.

D.1.6 The CONTRACTOR shall not be entitled to participate in, or receive any benefit from, or make any claim against any COUNTY fringe benefit program including, but not limited to, COUNTY's pension plan, medical and health care plan, dental plan, life insurance plan, or other type of benefit program, plan or coverage designated for, provided to, or offered to COUNTY's employees.

D.1.7 COUNTY shall not withhold or pay on behalf of CONTRACTOR any federal, state or local tax including, but not limited to, any personal income tax owed by CONTRACTOR.

D.1.8. The CONTRACTOR is, and at all times during the term of this Agreement shall represent and conduct itself as, an independent contractor and not as an employee of COUNTY.

D.1.9 CONTRACTOR shall not have the authority, express or implied, to act on behalf of, bind or obligate the COUNTY any way without the written consent of the COUNTY.

D.2 LICENSES, PERMITS, ETC. CONTRACTOR represents and warrants to COUNTY that it has all

____ County Initials

ATTACHMENT D, Page 1

Contractor Initials 

licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed.

D.3 CHANGE IN STATUTES OR REGULATIONS. If there is a change of statutes or regulations applicable to the subject matter of this Agreement, both parties agree to be governed by the new provisions, unless either party gives notice to terminate pursuant to the terms of this Agreement.

D.4 TIME. CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement. Neither party shall 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.

D.5 INSURANCE.

D.5.1 Prior to rendering services provided by the terms and conditions of this Agreement, CONTRACTOR shall acquire and maintain during the term of this Agreement insurance coverage (hereinafter referred to as "the insurance") through and with an insurer acceptable to COUNTY. The insurance shall contain the following coverages:

D.5.1.1 Comprehensive general liability insurance including comprehensive public liability insurance with minimum coverage of One Million Dollars (\$1,000,000) per occurrence and with not less than One Million Dollars (\$1,000,000) aggregate.

D.5.1.2 During the term of this Agreement, CONTRACTOR shall maintain in full force and effect a policy of professional errors and omissions insurance with policy limits of not less than One Million Dollars (\$1,000,000) per incident and One Million Dollars (\$1,000,000) annual aggregate, with deductible or self-insured portion not to exceed Two Thousand Five Hundred Dollars (\$2,500).

D.5.1.3 Comprehensive automobile liability insurance with minimum coverage of Five Hundred Thousand Dollars (\$500,000) per occurrence and with not less than Five Hundred Thousand Dollars (\$500,000) on reserve in the aggregate, with combined single limit including owned, non-owned and hired vehicles.

D.5.1.4 Workers' Compensation Insurance coverage for all of CONTRACTOR's employees and other persons for whom CONTRACTOR is responsible to provide such insurance coverage, as provided by Division 4 and 4.5 of the California Labor Code.

D.5.2 The limits of insurance herein shall not limit the liability of the CONTRACTOR hereunder.

D.5.3 In respect to any insurance herein, if the aggregate limit available becomes less than that required above, other excess insurance shall be acquired and maintained immediately. For the purpose of any insurance term of this Agreement, "aggregate limit available" is defined as the total policy limits available for all claims made during the policy period.

D.5.4 Except for professional liability and workers compensation insurance, the insurance shall name the COUNTY and COUNTY's officers, employees, agents and independent contractors as additional insureds and shall

____ County Initials

ATTACHMENT D, Page 2

Contractor Initials



include an endorsement that no cancellation or material change adversely affecting any coverage provided by the insurance may be made until twenty (20) days after written notice is delivered to COUNTY.

D.5.5 The insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY at its sole and absolute discretion. The amount of any deductible payable by the insured shall be subject to the prior approval of the COUNTY and the COUNTY, as a condition of its approval, may require such proof of the adequacy of CONTRACTOR's financial resources as it may see fit.

D.5.6 Prior to CONTRACTOR rendering services provided by this Agreement, and immediately upon acquiring additional insurance, CONTRACTOR shall deliver a certificate of insurance describing the insurance coverages and County.

D.5.7 CONTRACTOR shall not render services under the terms and conditions of this Agreement unless each type of insurance coverage and endorsement is in effect and CONTRACTOR has delivered the certificate(s) of insurance to COUNTY as previously described. If CONTRACTOR shall fail to procure and maintain said insurance, COUNTY may, but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by CONTRACTOR to COUNTY upon demand. The policies of insurance provided herein which are to be provided by CONTRACTOR shall be for a period of not less than one year, it being understood and agreed that twenty (20) days prior to the expiration of any policy of insurance, CONTRACTOR will deliver to COUNTY a renewal or new policy to take the place of the policy expiring.

D.5.8 COUNTY shall have the right to request such further coverages and/or endorsements on the insurance as COUNTY deems necessary, at CONTRACTOR's expense. The amounts, insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY in its sole and absolute discretion.

D.5.9 Any subcontractor(s), independent contractor(s) or any type of agent(s) performing or hired to perform any term or condition of this Agreement on behalf of CONTRACTOR, as may be allowed by this Agreement (hereinafter referred to as the "SECONDARY PARTIES"), shall comply with each term and condition of this Section D.5 entitled "INSURANCE". Furthermore, CONTRACTOR shall be responsible for the SECONDARY PARTIES' acts and satisfactory performance of the terms and conditions of this Agreement.

D.6 INDEMNITY.

CONTRACTOR shall indemnify and hold harmless COUNTY and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, including reasonable attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement to the extent resulting directly from any negligent act, error, or omission of CONTRACTOR or its officers, employees, agents, contractors, licensees or servants. CONTRACTOR shall have no obligation, however, to defend or indemnify County Parties from a Claim to the extent it is determined by a court of competent jurisdiction that such Claim was caused by the negligent or willful misconduct of County Parties.

D.7 **CONTRACTOR NOT AGENT.** Except as COUNTY may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind COUNTY to any obligation whatsoever.

____ County Initials

ATTACHMENT D, Page 5

Contractor Initials



D.8 ASSIGNMENT PROHIBITED. CONTRACTOR may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

D.9 PERSONNEL. CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.

D.10 STANDARD OF PERFORMANCE. CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession.

D.11 POSSESSORY INTEREST. The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the California Revenue and Taxation Code section 107. For all purposes of compliance by COUNTY with Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this, if created, and the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

D.12 TAXES. CONTRACTOR hereby grants to the COUNTY the authority to deduct from any payments to CONTRACTOR any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONTRACTOR.

D.13 TERMINATION.

D.13.1 COUNTY shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to CONTRACTOR. In the event COUNTY gives notice of termination, CONTRACTOR shall immediately cease rendering service upon receipt of such written notice and the following shall apply:

____ County Initials

ATTACHMENT D, Page 5

Contractor Initials



D.13.1.1 CONTRACTOR shall deliver to COUNTY copies of all writings prepared by it pursuant this agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photocopying, photographing computer storage medium (tapes, disks, diskettes, etc.) and every other means of recording upon any tangible thing, and form of communication or representation, including letters, pictures, sounds, or symbols, or combinations thereof.

D.13.1.2 COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed forty nine thousand three hundred and seventy Dollars (\$49,370.00) Further provided, 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. In this regard, CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

D.13.2 CONTRACTOR may terminate its services under this Agreement upon thirty (30) working days written notice to the COUNTY, without liability for damages, if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY, provided that CONTRACTOR has first provided COUNTY with a written notice of any alleged breach, specifying the nature of the alleged breach and providing not less than ten (10) working days within which the COUNTY may cure the alleged breach.

D.14 OWNERSHIP OF INFORMATION. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become and/or remain the property of COUNTY, and CONTRACTOR agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this project.

D.15 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 shall 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 shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

D.16 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 shall be liable for any representations made, express or implied.

D.17 SUPERSEDES PRIOR AGREEMENTS. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

D.18 ATTORNEY'S FEES. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

____ County Initials

ATTACHMENT D, Page 6

Contractor Initials



D.19 MINOR AUDITOR REVISION. In the event the Lassen County Auditor's office finds a mathematical discrepancy between the terms of the Agreement and actual invoices or payments, provided that such discrepancy does not exceed one percent (1%) of the Agreement amount, the Auditor's office may make the adjustment in any payment or payments without requiring an amendment to the Agreement to provide for such adjustment. Should the COUNTY or the CONTRACTOR disagree with such adjustment, they reserve the right to contest such adjustment and/or to request corrective amendment.

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D.24 MODIFICATION. No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

D.25 COUNTERPARTS. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

D.26 OTHER DOCUMENTS. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

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D.28 VENUE. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Lassen, State of California.

D.29 CONTROLLING LAW. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

D.30 CALIFORNIA TORT CLAIMS ACT. Notwithstanding any term or condition of the Agreement, the provisions, and related provisions, of the California Tort Claims Act, Division 3.6 of the Government Code, are not waived by COUNTY and shall apply to any claim against COUNTY arising out of any acts or conduct under

____ County Initials

ATTACHMENT D, Page 7

Contractor Initials



the terms and conditions of this Agreement.

D.31 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term herein.

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D.33 CORPORATE AUTHORITY. If CONTRACTOR is a corporation or public agency, each individual executing this Agreement on behalf of said corporation or public agency represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the bylaws of said corporation or Board or Commission of said public agency, and that this Agreement is binding upon said corporation or public entity in accordance with its terms.

D.34 CONFLICT OF INTEREST.

D.34.1 Legal Compliance. CONTRACTOR agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090 and Chapter 7 of Title 9 of said Code, commencing with Section 87100, including regulations promulgated by the California Fair Political Practices Commission.

D.34.2 Advisement. CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of this law, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of the question.

D.34.3 Admonition. Without limitation of the covenants in subparagraphs D.34.1 and D.34.2, CONTRACTOR is admonished hereby as follows:

The statutes, regulations and laws referenced in this provision D.34 include, but are not limited to, a prohibition against any public officer, including CONTRACTOR for this purpose, from making any decision on behalf of COUNTY in which such officer has a direct or indirect financial interest. A violation occurs if the public officer influences or participates in any COUNTY decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest of any type, with certain narrow exceptions.

D.35 NONDISCRIMINATION. During the performance 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 under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions 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

____ County Initials

ATTACHMENT D, Page 8

Contractor Initials



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 regulation 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.

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D.38 NOTICES. 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 follows:

If to "COUNTY":

Mr. Eric Ewing
Chief-O.E.S.
221 S. Roop St.
Susanville, CA
96130

If to "CONTRACTOR":

Contracts Department
Ecology and Environment, Inc.
368 Pleasant View Drive
Lancaster, NY 14086

END OF ATTACHMENT "D".

____ County Initials


ATTACHMENT D, Page 9

Contractor Initials



____ County Initials

ATTACHMENT D, Page

Contractor Initials 

ATTACHMENT E

NO THIRD-PARTY BENEFICIARIES

This Agreement is made solely and specifically among and for the benefit of the parties to it, the COUNTY and the CONTRACTOR, and their respective successors and assigns, subject to the express provision of the agreement relating to successors and assigns, and no other person, has or will have any rights, interest, or claims under this Agreement as a third-party beneficiary or otherwise. This Agreement shall not establish any actionable duty of the County or County personnel inuring to any third party or to anyone claiming under or on behalf of such a third party.

END OF ATTACHMENT "E"

____ County Initials

ATTACHMENT E, Page 1

Contractor Initials

