

**AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND
DYNAMIC PLANNING, LLC.**

This agreement is entered into between the County of Tehama, (“County”) and Dynamic Planning, LLC., (“Contractor”) for the purpose of providing planning services related to updating the existing Multi-Jurisdictional Hazard Mitigation Plan.

1) RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall perform all services and shall meet all requirements and deadlines set for in Exhibit “A”, “B” and “C”. In the event of a conflict between the provisions of the main body of this Agreement and any attached Exhibit(s), the main body of the Agreement shall take precedence.

2) RESPONSIBILITIES OF THE COUNTY

County shall compensate Contractor for said services pursuant to Section 3 and 4 of this agreement and Exhibit “C.”

3) COMPENSATION

Contractor shall be paid in accordance with the rates set forth in the Fee Schedule, attached hereto as Exhibit “C”, after satisfactorily completing the duties described in this Agreement. The Maximum Compensation payable under this Agreement shall not exceed \$112,500. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

4) BILLING AND PAYMENT

On or before the 15th of each month, Contractor shall submit to County an itemized invoice (as described in Exhibit “C”) for all services rendered during the preceding calendar month. County shall make payment of all undisputed amounts within 30 days of receipt of Contractor’s invoice. County shall be obligated to pay only for services properly invoiced in accordance with this section.

5) TERM OF AGREEMENT

This agreement shall commence on the date of signing and shall terminate June 7, 2025, unless terminated in accordance with section 6 below.

6) TERMINATION OF AGREEMENT

If Contractor fails to perform his/her duties to the satisfaction of the County, or if Contractor fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then the County shall have the right to terminate this agreement effective immediately upon the County giving written notice thereof to the Contractor. Either party may terminate this agreement on 30 days’ written notice. County shall pay contractor for all work satisfactorily completed as of the date of notice. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased, or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year.

The County’s right to terminate this agreement may be exercised by the County Fire Chief.

7) ENTIRE AGREEMENT; MODIFICATION

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no other oral or written representation.

8) NONASSIGNMENT OF AGREEMENT

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the County.

9) EMPLOYMENT STATUS

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the County is to insure that the services shall be rendered and performed in a competent, efficient and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the Federal government, which would be withheld from compensation of Contractor, if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under County's Workers Compensation Insurance Plan nor shall Contractor be eligible for any other County benefit.

10) INDEMNIFICATION

Contractor agrees to the fullest extent permitted by law, hold harmless, defend at its own expense, and indemnify the County and its officers, employees, agents, and volunteers from and against any and all claims, damages, losses, and expenses, including attorney fees, arising out of the performance of the work described herein, caused in whole or in part by any negligent act, omission, recklessness or willful misconduct incident to the performance of this agreement on the part of Contractor, except such loss or damage which was caused by the sole negligence or willful misconduct of the County, as determined by a Court of competent jurisdiction.

Contractor shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. Contractor shall also defend and indemnify County against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any

other taxing or regulatory agency against the County with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment. The defense and indemnification obligations shall survive termination, suspension, or completion of this agreement and are in addition to, and not limited by, the Insurance obligations in the agreement.

11) INSURANCE

Contractor shall procure and maintain insurance pursuant to Exhibit A, "Insurance Requirements For Contractor," attached hereto and incorporated by reference.

12) PREVAILING WAGE

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services hereunder are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office, and will make this information available to any interested party upon request. Contractor shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Contractor specifically acknowledges that County has not affirmatively represented to contractor in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a "public work." To the fullest extent permitted by law, Contractor hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

Contractor acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no contractor or subcontractor may be listed on a bid proposal or be awarded a

contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, with exceptions from this requirement specified under Labor Code sections 1725.5(f), 1771.1(a) and 1771.1(n).

If the services are being performed as part of the applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, Contractor acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

13) NON-DISCRIMINATION

Contractor shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

14) GREEN PROCUREMENT POLICY

Through Tehama County Resolution No. 2021-140, the County adopted the Recovered Organic Waste Product Procurement Policy (available upon request) to (1) protect and conserve natural resources, water and energy; (2) minimize the jurisdiction’s contribution to pollution and solid waste disposal; (3) comply with state requirements as contained in 14 CCR Division 7, Chapter 12, Article 12 (SB 1383); (4) support recycling and waste reduction; and (5) promote the purchase of products made with recycled materials, in compliance with the California Integrated Waste Management Act of 1989 (AB 939) and SB1382 when product fitness and quality are equal and they are available at the same or lesser cost of non-recycled products. Contractor shall adhere to this policy as required therein and is otherwise encouraged to conform to this policy.

15) COMPLIANCE WITH LAWS AND REGULATIONS

All services to be performed by Contractor under to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the County immediately.

16) LAW AND VENUE

This agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

17) AUTHORITY

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

18) NOTICES

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first class mail to the following addresses:

- | | |
|----------------------|--|
| a. If to County: | Tehama County Fire Department
604 Antelope Blvd.
Red Bluff, CA 96080 |
| b. If to Contractor: | Dynamic Planning LLC
19235 Hwy 550
Montrose, CO 81403 |

Notice shall be deemed to be effective two days after mailing.

19) NON-EXCLUSIVE AGREEMENT:

Contractor understands that this is not an exclusive agreement, and that County shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Contractor, or to perform such services with County's own forces, as County desires.

20) STANDARDS OF THE PROFESSION

Contractor agrees to perform its duties and responsibilities pursuant to the terms and conditions of this agreement in accordance with the standards of the profession for which Contractor has been properly licensed to practice.

21) LICENSING OR ACCREDITATION

Where applicable the Contractor shall maintain the appropriate license or accreditation through the life of this contract.

22) RESOLUTION OF AMBIGUITIES:

If an ambiguity exists in this Agreement, or in a specific provision hereof, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

23) NO THIRD PARTY BENEFICIARIES:

Neither party intends that any person shall have a cause of action against either of them as a third party beneficiary under this Agreement. The parties expressly acknowledge that is not their intent to create any rights or obligations in any third person or entity under this Agreement. The parties agree that this Agreement does not create, by implication or otherwise, any specific, direct or indirect obligation, duty, promise, benefit and/or special right to any person, other than the parties hereto, their successors and permitted assigns, and legal or equitable rights, remedy, or claim under or in respect to this Agreement or provisions herein.

24) HAZARDOUS MATERIALS

Contractor shall provide to County all Safety Data Sheets covering all Hazardous Materials to be furnished, used, applied, or stored by Contractor, or any of its Subcontractors, in connection with the services on County property. Contractor shall provide County with copies of any such Safety Data Sheets prior to entry to County property or with a document certifying that no Hazardous Materials will be brought onto County property by Contractor, or any of its Subcontractors, during the performance of the services. County shall provide Safety Data Sheets for any Hazardous Materials that Contractor may be exposed to while on County property.

25) HARASSMENT

Contractor agrees to make itself aware of and comply with the County's Harassment Policy, TCPR §8102: Harassment, which is available upon request. The County will not tolerate or condone harassment, discrimination, retaliation, or any other abusive behavior. Violations of this policy may cause termination of this agreement.

26) COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civil Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of “electronic signature” as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

<<Signatures on the following page>>>

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

Date: 8/1/2024

COUNTY OF TEHAMA

DocuSigned by:
Monty Smith

Monty Smith, Fire Chief

Date:

DYNAMIC PLANNING, LLC.



Date: 08/01/2024

Ethan Mobley, Managing Member

Contractor Number

125829
Vendor Number

105-53230
Budget Account Number

Exhibit A

INSURANCE REQUIREMENTS FOR CONTRACTOR

Liability coverage shall be at least as broad as Insurance Services Office (ISO) CGL Policy CG 00 01. No modifications or endorsements are allowed that would reduce, limit, restrict, or exclude coverage under the standard unmodified ISO CGL policy coverages. County's acceptance or approval of Insurance required by this agreement does not in any way relieve the Contractor from liability under this agreement.

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Contractor, his/her agents, representatives, employees or subcontractors. At a minimum, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations) \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

Automobile Liability

Automobile liability insurance is required with minimum limits of \$1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

Workers' Compensation

If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Contractor and Contractor's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of \$1,000,000 per accident for bodily injury or disease.

Professional Liability (Contractor/Professional services standard agreement only)

If Contractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Contractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less than \$1,000,000 per claim and \$2,000,000 aggregate on a claims made basis. However, if coverage is written on a claims made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Contractor.

All such insurance coverage, except professional liability insurance, shall be provided on an “occurrence” basis, rather than a “claims made” basis.

Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include “Tehama County, its elected officials, officers, employees and volunteers” as an additional insured. The full limits available to the named insured shall also be available and applicable to the Additional Insured.

The certificate holder shall be “County of Tehama.”

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of \$25,000 or more must be declared to, and approved by, the County. The deductible and/or self-insured retentions will not limit or apply to Contractor’s liability to County and will be the sole responsibility of Contractor.

Primary Insurance Coverage

For any claims related to this project, Contractor’s insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. The effective coverage

and limits shall be either the minimum coverage and limits stated herein or the broader coverage and maximum limits of the coverage carried by or available to the named insureds, whichever is greater. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that "coverage shall not be reduced or canceled without 30 days' prior written notice certain to the County."

Acceptability of Insurers

Contractor's insurance shall be placed with an insurance carrier holding a current A.M. Best & Company's rating of not less than A:VII unless otherwise acceptable to the County. The County reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

Material Breach

If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract and obtain damages from Contractor resulting from breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Verification of Coverage

Contractor shall furnish County with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the County prior to County signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Exhibit B

Tehama County 2023 Multi-Jurisdictional Hazard Mitigation Plan Update Contract Scope of Work:

PROJECT OBJECTIVES:

Dynamic Planning + Science (DP+S) (hereafter referred to as "consultant") shall provide consulting services to update the 2018 Tehama County Hazard Mitigation Plan (HMP). The planning area will include the unincorporated County and the participating jurisdictions of Corning, Red Bluff and Tehama.

Milestones

For this project, the following milestones shall be included in the consultant's scope of work;

- Milestone 1 - Risk/Hazard Vulnerability Assessment
- Milestone 2 - Development of a Multi-Hazard Mitigation Strategy
- Milestone 3 - Reviewing and Updating Existing Mitigation Projects as Necessary
- Milestone 4 - Identifying New Projects
- Milestone 5 - Draft Plans, Final Plans and Adoption
- Milestone 6 - Hazard Mapping products
- Milestone 7 - Community Rating System (CRS) program feasibility study Updates
- Milestone 8 - Additional Work Items including Organizing the planning team, Community Involvement, and Safety Element Updates.

- o Subtask 8.1- Organize the Planning Team
- o Subtask 8.2- Community Involvement
- o Subtask 8.3- Safety Element Updates

Project Management: The project management task includes administrative management of the project budget, schedule, and staff from project award to completion. DP+S project management tasks shall include project accounting, ongoing coordination & scheduling of meetings, preparation of meeting notes, coordination of each jurisdiction's participation, and preparation of monthly project status reports. The DP+S team will participate in face-to-face meetings and conference calls during the work program period. During the kickoff meeting, a protocol for meetings will be established. In consultation with County staff, DP+S will prepare meeting agendas and distribute appropriate meetings materials at, or prior to, each meeting as directed. The kickoff meeting will also serve to get the project managers up to speed on current planning regulations and requirements for the County and participating jurisdictions. DP+S will document all meetings, advertisements, and public feedback as required by FEMA (DMA 2000 Requirement §201.6(c)(I)) (Requirement §201.6(b)(I)).

Project Manager will prepare monthly progress reports, submitted along with payment invoices, describing work progress and percentage of budget expended by task element. Project Manager will also assist the County project management team to prepare monthly progress reports and quarterly reports to be submitted to Cal OES and FEMA Region IX.

Schedule Maintenance: All critical path schedules will be maintained in Microsoft Project or Monday.com and posted by The Consultant Team on a regular basis to the County project management team. Responsibility for planning and controlling a contract schedule belongs to the Project Manager, who will use the following in-place business protocols:

- Weekly workload management meetings, including long-range staffing projections
- Multi-media scheduling (word processing, graphics, editing, production scheduling)
- Timeline scheduling for tasks and milestones

File Sharing Maintenance: The DP+S team will create a project portal at www.mitigatehazards.com to serve as a centralized project information and file-sharing platform. The project portal provides a tool for project management, collaborative content, and one-stop-shop for mitigation planning resources in an attractive and intuitive interface. For this 2023 update process, project participants and stakeholders will have centralized access to all project information from any device.

Milestone 1. Risk/Hazard Vulnerability Assessment: The risk/vulnerability assessment is a key step in prioritizing projects for funding and implementation. The Consultant Team will work with the County and participating jurisdictions to update the Hazard Identification Risk Assessment (HIRA), which evaluates the vulnerability from potential natural hazards that may affect or have historically affected the region. DP+S will deploy multiple risk assessment methodologies, including those highlighted below:

1.1 Analyzing Development Trends for 2023 and Beyond: To understand the vulnerability of certain land uses and future development in the County and participating jurisdictions, the Consultant Team will analyze the impacts of past hazards on existing development patterns. Wildfire, flood hazards, earthquake faults, liquefaction zones, and soil hazards will be compared with existing and planned development patterns to determine where people and property are subject to risk. This information will provide the basis for identifying actions that will reduce the County's and City's vulnerabilities to hazards in the future.

1.2 Earthquake and Flood Damage Assessments: The Consultant Team has developed a GIS-based model to rapidly create damage estimation for flooding and earthquakes that enables spatial visualization of potential damage. The model leverages FEMA's Hazus products along with the best available data from local insured asset rolls and parcel data available from the County. Flood and earthquake damage outputs create an intuitive and low-cost depiction of the potential severity of damage within FEMA identified flood hazard areas and USGS shake zones, including anticipated damages to structures at the building level. This approach allows additional analysis of assets in an easy to view web-based mapping the public can explore.

1.3 Population, Parcel, and Critical Facilities Exposure Vulnerability Analysis: In addition to using Hazus for flood and earthquake analysis, the Consultant Team will conduct a custom spatial overlay analysis to update the hazard exposure results for populations, parcels, and critical facilities, thus enabling planners to compare results across a broad range of natural hazard threats. The Consultant Team will rely on several sources of inventory data to conduct this assessment. U.S. Census data will provide the baseline information to determine the population at risk, Assessor's data will be used to assess property exposure. Note that the population exposure analysis will include an assessment of social vulnerabilities (e.g., low income, non-English speakers, rural residents, elderly, and residents with mobility limitations).

1.4 NFIP and Flood Loss Data: Tehama County entered the NFIP on June 1, 1982. The NFIP makes federally backed flood insurance available to homeowners, renters, and business owners in participating communities. The statistics from the last planning effort show 197 flood insurance claims were paid since June 1, 1982 for a total of \$3,011,802. DP+S will conduct another deep dive into the pattern of flood loss across the county and address mitigation for each flood control deficiency.

1.5 Wildfire: Since the last MJHMP planning effort, California has seen some of the most destructive fire seasons in history. The 2018 wildfire season was one of the deadliest and most destructive wildfire season on record in California, with a total of over 7,500 fires burning an area of over 1,670,000 acres. Then the 2020 California wildfire season was characterized by a record-setting year of wildfires that burned across the state of California. At the end of 2020, nearly 10,000 fires had burned over 4.2 million acres, more than 4% of the state's roughly 100 million acres of land, making 2020 the largest wildfire season recorded in California's modern history. In Tehama County, from 2018 through the 2022 fire seasons there have

been 34 fires in Tehama County and approximately 49,000 acres burned as a result. As part of the update process DP+S will continue to examine fire risk and historic fires in the planning areas identified in Tehama's 2018 MJHMP, improving the mitigation plan to reduce risk from wildfire in Tehama County.

1.6 Document and Data Collection and Review: As part of this Risk Assessment, the Consultant Team will work with County and participating jurisdictions to collect and review all documents and data relevant to preparing the MJHMP. This will, at a minimum, include the current CWPPs, historic fire data, historic flood data, and information on climate change. The Consultant Team will prepare a document review matrix to inventory each document and summarize its relevance to MJHMP process. The Consultant Team will also develop a Critical Infrastructure Inventory that documents the infrastructure in place. This inventory will be based on data from publicly available information. Critical facility points will include fire stations, buildings containing hazardous materials (HAZMAT), schools, transportation, utilities, and government buildings. Lifelines will include communication, electric power, liquid fuel, natural gas, and transportation routes.

Milestone 2. Development of a Multi-Hazard Mitigation Strategy: Using Tehama County's

2018 MJHMP as a starting point, the Consultant Team will collaborate with the County to re-build the mitigation strategy based upon the County's resources, the newly developed risk assessment, and public perception. Consultant Team will focus on outreach findings (explained in Subtask 8.2) as a way to prioritize mitigation actions and get feedback on existing risk across the county. The Consultant Team will also work with the planning team to review/identify mitigation goals that capture the County's vision for the long-term outcomes of the mitigation planning process for 2023-24. The Consultant Team will work with the County and participating jurisdictions to edit and identify mitigation goals that capture the vision for the long-term outcomes of the mitigation planning process. Note that in doing so, the Consultant Team will evaluate the mitigation actions and priorities from the 2018 MJHM to identify those that would more accurately be classified as policies; as appropriate, those items will be integrated into the Safety Element.

Milestone 3. Reviewing and Updating Existing Mitigation Projects as Necessary: Using the 2018 MJHMP as a starting point, the Consultants will collaborate with county and participating jurisdiction staff to identify a range of draft mitigation actions and implementation action strategies that address Tehama County's risk and vulnerabilities. The current mitigation actions take a variety of forms, ranging from institution of new programs and processes to implementation of specific projects that call for physical improvements that will reduce or eliminate the effects of hazards. As part of this milestone, the Consultant Team will evaluate the implementation status of mitigation actions from the 2018 County MJHMP (i.e., Completed, Ongoing, Pending). Depending in part on that evaluation, the Consultant Team will provide recommendations concerning retention of the actions for inclusion in the draft MJHMP.

Milestone 4. Identifying New Projects: Once the editing of the 2018 MJHMP mitigation actions have been completed, DP+S will identify natural hazard issues across the county that have not been mitigated with some sort of action. Once all mitigation actions are developed, the Consultant Team will provide qualitative and quantitative analyses of each project or action. The qualitative analyses will

consider criteria such as life safety, preservation of property, and environmental, legal, and political factors. Where sufficient information is available, the quantitative analyses will include planning-level benefit-cost assessments. Based on these analyses, the Consultant Team will work with participants of the plan to prioritize mitigation actions. This process will include factors for ensuring that the resulting mitigation strategy is reasonable, achievable, and focuses on mitigation through the built environment.

4.1 DP+S has developed a web-based user interface to develop and track mitigation actions. Within the Mitigation Action Support Tool (MAST) users can track historic mitigation actions, build new ones and evaluate progress for each participating jurisdiction mitigation strategy. Using the planning process and MAST, the Consultant Team will upload old mitigation actions, identify new ones, and ensure identified community vulnerabilities have corresponding mitigation measures. Users create hazard problem statements via a data entry form where each required detail is pre-configured into dropdown lists including mitigation alternatives, areas of concern, and cost/benefit tracking. This application template will be used and adjusted to the individual needs of the County and participating jurisdiction mitigation strategy.

4.2 Mitigation Implementation: Plan implementation will ensure that the mitigation strategy remains relevant and continues to address the changing grant funding environment from Cal OES, FEMA and other sources. During mitigation action development the Consultant Team will assist with prioritizing actions and potential projects and ensure they are reasonable and achievable using the criteria set forth by FEMA's Hazard Mitigation Assistance Guidelines. With the use of MAST, mitigation actions will become more detailed and County and participating jurisdiction staff will become more informed on the critical paths to mitigation action completion. MAST will be extremely useful for the implementation strategy and will provide planners individual steps and resources needed to complete strategies in the future. Mitigation actions will be tracked by DP+S staff for future grants.

Milestone 5. Draft Plans, Final Plans and Adoption: DP+S will develop the Draft MJHMP in accordance with DMA 2000, FEMA's 44 CFR Part 201 and 206 and FEMA's 2023 Local Mitigation Planning Policy Guide. Consultant will document the process of the review and revision effort and include discussions for the rationale for the changes in the administrative draft. Through collaboration and a series of review meetings DP+S staff will edit and adjust the plan for public comment and distribution. The Draft 2023-24 MJHMP will include an executive summary in the form of a "roll-up document," complete with data visualizations overviewing key figures and features of the plan.

5.1 Subtask Public Review Draft MJHMP: As required by FEMA, the general public must be given an opportunity to be involved in the planning process while updating the mitigation plan. Once County and City staff are ready to release the draft plan the Consultant Team will provide all marketing materials and notices for the public review. The Consultant Team will assist

the County in advertising the release of the draft MJHMP with social media, printed media and graphics and website content on www.mitigatehazards.com.

5.2 Subtask Final Draft MJHMP for Cal OES and FEMA Approval: The Consultant Team will revise the Public Review Draft MJHMP to respond to comments received during the public review process and prepare a Final Draft MJHMP for Cal OES and FEMA review and completed plan review tool for submittal. DP+S Consultant Team will assume responsibility to ensure the plan and the planning process are completed to the satisfaction of the County and in accordance with the criteria establish by FEMA. Should the MJHMP not receive approval after Cal OES and FEMA review, the Consultant Team will review Cal OES and FEMA "required revision" comments and revise the MJHMP to the satisfaction of all review parties.

5.3 Subtask Adoption/FEMA Approval/Project Closeout: Once the County receives an "approval pending adoption letter" from FEMA, DP+S will work with County and participating jurisdictions to present the "Final MJHMP" to the County Board of Supervisors and individual City Councils for final adoption and approval. Following adoptions, final production of the MJHMP will begin in both electronic and hard copy formats. As requested, electronic copies of the plan will be provided as a single Adobe PDF file, with hyperlinked table of contents and other electronic document navigation features, for ease of online use of the document. All electronic versions will be posted to the project website as well. Additionally, an editable Microsoft Word version (2010 or newer) of the final FEMA-approved plan will be provided to the County along with all digital mapping files. A minimum of 40 professionally bound hard copies of the final FEMA-approved plan will be provided to the County as requested. Following adoptions, the Consultant Team Project Manager will meet with County Staff to review the project and to ensure that the Consultant Team has completed all contractual obligations to the satisfaction of the County.

Milestone 6. Hazard Mapping products: The Consultant Team will update (if necessary) current flood hazard mapping products and provide additional web-based multi-hazard mapping products each are described below:

6.1 Flood Hazard Mapping Products: In 2018 DP+S developed a full line of Flood Inundation Mapping products for the County and participating jurisdictions. To accomplish this, the DP+S has developed a GIS-based model to rapidly create approximate flooding depthgrids that enable spatial visualization of potential flood inundation. The model leverages FEMA's digital regulatory floodplain products along with the best available digital elevation models to create a visualization of expected flood depths. DP+S created an intuitive and low-cost depiction of the potential severity of flooding within FEMA's regulatory flood zones, including by highlighting areas of shallow and deep flooding within known flood zones. This approach allows additional analysis in the impact of potential flooding depths on population and assets. If FEMA flood mapping has changed or additional flood studies have been conducted with flood plain mapping the Consultant Team will update these flood hazard mapping products to include additional flood hazard areas.

6.2 Risk Assessment Mapping Platform (RAMP): The results of the risk assessment models are dense datasets with hundreds of thousands of records. The DP+S Risk Assessment Mapping Platform (RAMP) enables users (experts and professionals) to intuitively navigate complicated risk assessment datasets in a simplified manner and facilitates answers to the user's specific questions.

Milestone 7. Community Rating System (CRSJ Program) Feasibility Study Updates:

In 2018 DP+S developed a first of its kind CRS Program Feasibility Studies for the County and the participating jurisdictions of Corning, Red Bluff and Tehama. DP+S performed a comprehensive review of the flood management and flood warning capabilities of Tehama County and participating jurisdictions. The review of the County's programs was conducted with multiple site visits and the report was developed based upon field visit findings and subsequent follow up work. The report and other digital products focused on what is possible now and what is needed for CRS credit in the short-term and long-term future. The review included a look at existing programs and protocols and included a list of changes or program enhancements that fall within the capabilities of the County and municipalities. Consultant will update as appropriate.

Milestone 8. A very important missing step required by FEMA is organizing of the Planning Team, community and stakeholder involvement, and evaluation of the county and participating jurisdiction General Plan Safety Elements for compliance with California state law. The tasks below outline the scope of work improvements:

8.1 Subtask: Organize the Planning Team: The Consultant Team will coordinate with County and City Staff to develop and implement a comprehensive outreach strategy that addresses State and Federal requirements and reflects local circumstances and needs. For each type of outreach (internal and external), the Consultant Team will identify suitable communication strategies to attract participation, including templated email invites, e-newsletters, and other correspondence. The Consultant Team will also document the outreach process, including evaluation and incorporation of the input received from each effort. Organizing the planning team is a required first step for an OMA 2000 compliant hazard mitigation plan update process. An essential subtask in this phase will include tracking points of contact (POCs) for each participating jurisdiction planning team into a contact database. The POC database can be used to summarize stakeholders by discipline or by agency and support the County to organize implementation and reporting over the next 5 years. The POC database will be used to develop distribution lists for different communication delivery systems.

- **Hazard Mitigation Planning Committee:** In collaboration with the County and participating jurisdictions the Consultant Team will assemble a Planning Team consisting of County and City department representatives and, in accordance with DMA 2000 (44 CFR 201.6), representatives from local, state, federal agencies, and departments with significant interests in the community and/or mitigation.
- The planning team will meet 4 times formally during the MJHMP

update process, with the purpose of each reflecting the needs of various stages of the process (see the following table):

Meeting #1	Meeting #2	Meeting #3	Meeting #4
• Project Overview	• Hazard Overview	• Identify Draft Problem Statements	• Revisit Goals and Policies
• MJHMP Process and Components	• Draft Risk Assessment Outcomes	• Damage Estimation Results	• Confirm Mitigation Priorities
• Project Timeline	• Community Asset Inventory Review	• Capabilities/ Resource Assessment	• Review and Prioritize Mitigation Actions
• Preliminary Hazard ID	• Review of Vulnerability		• Develop Implementation Plans
• Outreach Strategy	• Risk Factor Development		

- In addition to the meetings above, the DP+S Team will conduct breakout meetings with the participating jurisdictions to review and develop more meaningful content. The streamlined process will allow jurisdictions to interact with risk data, develop, maintain mitigation strategies and learn how to use FEMA's HMA program to fund pending and new mitigation actions over time.

8.2 Subtask: Community Involvement: DP+S will take a variety of approaches to create efficient outreach campaigns to maximize public knowledge and turnout. The outreach strategy will identify what we want to accomplish through the outreach efforts, who to involve in the process, how to engage the community effectively and when. Because many possible stakeholders could be involved in the planning process, the outreach strategy will help to identify the appropriate contacts and desired contributions for each stakeholder or group. Depending on the needs of the community and timeline for plan development, the County may prioritize which stakeholders to contact directly and which to include in the outreach to the general public. Below describes the requirements and the effective tools DP+S will use to maximize community input under any budget requirements:

- Multiple DMA 2000 requirements that involve public outreach:
 - **44 CFR §201.6(B)(1):** The planning process shall include an opportunity for the public to comment on the plan during the drafting stage and prior to plan approval.
 - **44 CFR §201.6(B)(2):** The planning process shall include an opportunity for neighboring communities, local and regional agencies involved in hazard mitigation

activities, and agencies that have the authority to regulate development, as well as businesses, academia and other private and non-profit interests to be involved in the planning process.

- **44 CFR §201.6(c)(4)(m):** The plan maintenance process shall include a discussion on how the community will continue public participation in the plan maintenance process.
- **Public Outreach:** The general public will be given an opportunity to be involved in the planning process. More than just informing the public of the plan's development, a good public outreach effort will educate the public and motivate them to act in their home and on their property. The public will be engaged early to understand the community's priorities and to understand the roadblocks to mitigation at the home. DP+S will employ multiple outreach methods to the public, primarily through the creation of outreach toolkits to supply to jurisdictions. The Consultant will create surveys and outreach tools in multiple languages, generally Spanish and English. Although members of the public may not be technical experts, they can help identify community assets and problem areas, describe issues of concern, narrate threat and hazard history, prioritize proposed mitigation alternatives, and provide ideas for continuing public involvement after the plan is adopted. DP+S Staff will identify, target, and educate community members who have been or could be affected by natural hazards within each planning area they work within. By engaging the community with proven methods, the Consultant will check FEMA boxes and learn about hidden natural hazard risks from long-time community members. The Consultant will partner with local groups such as CERT and Fire Safe Councils to utilize existing events to maximize public participation and provide the public the opportunity to bring information about hazard events. During the kickoff meeting, DP+S will work with the County to discuss which outreach options would be the most effective in Tehama County and will begin updating the public outreach strategy.
- **Coordination with Other Agencies:** In accordance with DMA 2000 (44 CFR § 201.6), representatives from local, state, federal agencies, and departments with significant interests in the community and/or mitigation will be invited to join the Local Emergency Planning Committee. As part of the stakeholder development process DP+S staff will assist the County to engage with neighboring jurisdictions and other land management agencies as required by the DMA 2000.

8.3 Subtask: Safety Element Updates: To ensure compliance with Cal. Government Code Section 65302 (g) (I), Consultant will review county and participating municipality General Plan Safety Elements to ensure that jurisdictions remain compliant with new State directives. Given the changes to GC 65302 (g) 1, it is anticipated that wildfire and climate adaptation hazards analysis will be the primary focus for compliance review, however based on the content within existing safety elements, there may be aspects of recent

or pending state and federal regulations that may also apply to this update. This milestone/ scope of work addition will also be used to identify the appropriate CEQA review documents and process for the Hazard Mitigation and Safety Element Updates.

- **Safety Element Memo:** Completion of a memo by DP+S will provide jurisdictional staff with the appropriate information necessary to update safety elements. DP+S would provide a Safety Element Update Review memo for each participating municipality and the County's Memo would outline the following information:
 - Review of existing Safety Element policies in relation to current requirements within Cal. Government Code Section 65302 (g) 1.
 - Identification of new requirements focused on wildfire and climate adaptation issues within Assembly Bill 1241 (2014) and Senate Bill 379 (2017), respectively.
 - Requirements of AB 747 and SB 99 in relation to evacuation routes and related information.
 - Development of updated Safety Elements goals, policies, and programs to address wildfire and climate adaptation issues.
 - Identification of modifications to existing goals, policies, and programs to integrate hazard mitigation actions into the existing General Plan policy framework.

The Consultant shall coordinate with the contracts office point of contact and Tehama County before any types of activities are conducted on-post.

No subconsultants will fulfill contract obligations.

Exhibit C

Payment Schedule

I. County shall pay Contractor a flat fee, as set forth below, for all services provided to perform each project Milestone. Except as expressly provided in Part III, this flat fee is inclusive of all compensation, reimbursement, costs, or charges due to Contractor for services provided for each identified Milestone.

II. On or before the 15th of each month, Contractor shall submit to County an itemized invoice for the prorated portion of any Milestone earned during the preceding calendar month, in conjunction with a monthly status report. Each itemized invoice shall include a list of all Milestones for the project, Milestone flat fee amount, Percent Complete, Previously Billed Totals, and reimbursable Costs to Date for each Milestone in accordance with Part III. County shall determine the accuracy of the percentage of work completed stated on each invoice, and reserves the right to reject any invoice, in whole or in part, which contains disputed amounts.

The Payment Schedule table below reflects the flat fee amount for each Milestone. The aggregate of the Milestones combined with reimbursable costs under Part III results in the maximum compensation amount of One Hundred Twelve Thousand Five Hundred Dollars (\$112,500).

The monthly status report shall include progress to date, anticipated progress for the next reporting and any difficulties encountered.

Payment Schedule based on Milestones, and Direct Costs:

Milestone	Cost
Milestone 1 - The Risk/Hazard Vulnerability Assessment	\$ 15,580.50
Milestone 2 - Development of a Multi-Hazard Mitigation Strategy	\$ 10,387.00
Milestone 3 - Reviewing and Updating Existing Mitigation Projects as Necessary	\$ 5,193.50
Milestone 4 - Identifying New Projects	\$ 5,193.50
Milestone 5 - Draft Plans, Final Plans and Adoption	\$ 20,774.00
Milestone 6 - Hazard Mapping Products	\$ 15,580.50
Milestone 7 - Community Rating System (CRS) Program Feasibility Study Updates	N/A
Milestone 8 - Additional Work Items	
Subtask 8.1 - Organize the Planning Team	\$ 10,387.00
Subtask 8.2 - Community Involvement	\$ 5,193.50
Subtask 8.2 - Safety Element Updates	\$ 10,387.00
Project Management	\$ 5,193.50
Total	\$ 103,870.00

Direct Cost Item	Cost
Mileage	\$ 187.00
Overnight Stay	\$ 500.00
Flights	\$ 800.00
Meeting Supplies	\$ 400.00
Print Production and Shipping	

Binding and Binders with Tabs	\$ 540.00
FedEx Mail	\$ 100.00
Color Prints 11x17	\$ 173.00
Color Prints 8.5x11	\$ 5,750.00
Large Scale Color Prints	\$ 180.00
Total	\$ 8,630.00

III. In addition to the foregoing flat fee amounts, County shall additionally reimburse Contractor for actual and reasonable expenses for travel; courier and delivery services; postage; printing and reproduction costs; and other similar reasonable and customary out-of-pocket expenses directly related to the satisfactory performance of requested work, provided that (1) such expenses are pre-approved by County, (2) all such expenses shall be supported by an invoice or receipt from the third-party vendor, and (3) travel expenses do not exceed County's standard per diem and mileage rates. The total amount of reimbursable costs under this agreement (for all Milestones) shall not exceed \$8,630.00

The Consultant shall coordinate with the contracts office point of contact and Tehama County before any types of activities are conducted on-post.