

COUNTY OF SISKIYOU
CONTRACT FOR SERVICES

This Contract is entered into on the date when it has been both approved by the Board and signed by all other parties to it.

COUNTY: Siskiyou County Community Development
806 S. Main St
Yreka, CA 96097

And

CONTRACTOR: ECORP Consulting, Inc.
55 Hanover Lane, Suite A
Chico, CA 95973

ARTICLE 1. TERM OF CONTRACT

1.01 Contract Term: This Contract shall become effective on the date signed by all parties and shall terminate upon completion of the project unless terminated in accordance with the provisions of Article 7 of this Contract or as otherwise provided herein.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

2.01 Independent Contractor: It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venture or partner of County. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Contract.

ARTICLE 3. SERVICES

3.01 Scope of Services: Contractor agrees to furnish the following services: Contractor shall provide the services described in Exhibit "A" attached hereto.

No additional services shall be performed by Contractor unless approved in advance in writing by the County stating the dollar value of the services, the method of payment, and any adjustment in contract time or other contract terms. All such services are to be coordinated with County and the results of the work shall be monitored by the Department Head or his or her designee.

To the extent that Exhibit A contains terms in conflict with this Contract or to the extent that it seeks to supplement a provision regarding a subject already fully addressed in this Contract, including a clause similar to this seeking to render its language superior to conflicting language in this Contract, such language is hereby expressly deemed null and void by all parties upon execution of this Contract.

- 3.02** Method of Performing Services: Contractor will determine the method, details, and means of performing the above-described services including measures to protect the safety of the traveling public and Contractor's employees. County shall not have the right to, and shall not, control the manner or determine the method of accomplishing Contractor's services.
- 3.03** Employment of Assistants: Contractor may, at the Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Contract. County may not control, direct, or supervise Contractor's assistants or employees in the performance of those services.

ARTICLE 4. COMPENSATION

- 4.01** Compensation: In consideration for the services to be performed by Contractor, County agrees to pay Contractor in proportion to services satisfactorily performed as specified in Exhibit A, the not to exceed amount of Forty-Three Thousand Two Hundred and Sixty-One Dollars and no/100 cents (\$43,261.00) for the term of the contract.
- 4.02** Invoices: Contractor shall submit detailed invoices monthly, with original itemized receipts, for all services being rendered.
- 4.03** Date for Payment of Compensation: County will endeavor to make payment within 30 days of receipt of invoices from the Contractor to the County, and approval and acceptance of the work by the County.
- 4.04** Expenses: Contractor shall be responsible for all costs and expenses incident to the performance of services for County, including but not limited to, all costs of materials, equipment, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor's costs of doing business. County shall not be responsible for any expense incurred by Contractor in performing services for County.

ARTICLE 5. OBLIGATIONS OF CONTRACTOR

- 5.01** Contractor Qualifications: Contractor warrants that Contractor has the necessary licenses, experience and technical skills to provide services under this Contract.
- 5.02** Contract Management: Contractor shall report to the (Department Head) or his or her designee who will review the activities and performance of the Contractor and administer this Contract.
- 5.03** Tools and Instrumentalities: Contractor will supply all tools and instrumentalities required to perform the services under this Contract. Contractor is not required to purchase or rent any tools, equipment or services from County.

- 5.04** Workers' Compensation: Contractor shall maintain a workers' compensation plan covering all its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If Contractor elects to be self-insured, the certificate of insurance otherwise required by this Contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations. Proof of such insurance shall be provided before any work is commenced under this contract. No payment shall be made unless such proof of insurance is provided.
- 5.05** Indemnification: Contractor shall indemnify and hold County harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of Contractor or Contractor's assistants, employees, or agents, including all claims relating to the injury or death of any person or damage to any property. Contractor agrees to maintain a policy of liability insurance in the minimum amount of (\$1,000,000) One Million Dollars, to cover such claims or in an amount determined appropriate by the County Risk Manager. If the amount of insurance is reduced by the County Risk Manager such reduction must be in writing. Contractor shall furnish a certificate of insurance evidencing such insurance and naming the County as an additional insured for the above-cited liability coverage prior to commencing work. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by County of insurance certificates and endorsements required under this Contract does not relieve Contractor from liability or limit Contractor's liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Contract, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.
- 5.06** General Liability and Automobile Insurance: During the term of this Contract, Contractor shall obtain and keep in full force and effect a commercial, general liability and automobile policy or policies of at least (\$1,000,000) One Million Dollars, combined limit for bodily injury and property damage; the County, its officers, employees, volunteers and agents are to be named additional insured under the policies, and the policies shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that no other insurance effected by County or other named insured will be called on to cover a loss covered thereunder. All insurance required herein shall be provided by a company authorized to do business in the State of California and possess at least a Best A:VII rating or as may otherwise be acceptable to County. The General Liability insurance shall be provided by an ISO Commercial General Liability policy, with edition dates of 1985, 1988, or 1990 or other form satisfactory to County. The County will be named as an additional insured using ISO form CG 2010 1185 or the same form with an edition date no later than 1990, or in other form satisfactory to County.

- 5.07** Certificate of Insurance and Endorsements: Contractor shall obtain and file with the County prior to engaging in any operation or activity set forth in this Contract, certificates of insurance evidencing additional insured coverage as set forth in paragraphs 5.04 and 5.10 and which shall provide that no cancellation, reduction in coverage or expiration by the insurance company will be made during the term of this Contract, without thirty (30) days written notice to County prior to the effective date of such cancellation. **Naming the County as a “Certificate Holder” or other similar language is NOT sufficient satisfaction of the requirement.** Prior to commencement of performance of services by Contractor and prior to any obligations of County, contractor shall file certificates of insurance with County showing that Contractor has in effect the insurance required by this Contract. Contractor shall file a new or amended certificate on the certificate then on file. **If changes are made during the term of this Contract, no work shall be performed under this agreement, and no payment may be made until such certificate of insurance evidencing the coverage in paragraphs, 5.05, the general liability policy set forth in 5.06 and 5.10 are provided to County.**
- 5.08** Public Employees Retirement System (CalPERS): In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Contract is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions of CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County. Contractor understands and agrees that his personnel are not, and will not be, eligible for memberships in, or any benefits from, any County group plan for hospital, surgical or medical insurance, or for membership in any County retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a County employee.
- 5.09** IRS/FTB Indemnity Assignment: Contractor shall defend, indemnify, and hold harmless the County, its officers, agents, and employees, from and against any adverse determination made by the Internal Revenue Service of the State Franchise Tax Board with respect to Contractor’s “independent contractor” status that would establish a liability for failure to make social security and income tax withholding payments.
- 5.10** Professional Liability: If Contractor or any of its officers, agents, employees, volunteers, contactors or subcontractors are required to be professionally licensed or certified by any agency of the State of California in order to perform any of the work or services identified herein, Contractor shall procure and maintain in force throughout the duration of the Contract a professional liability insurance policy with a minimum coverage level of (\$1,000,000) One Million Dollars, or as determined in writing by County’s Risk Management Department.

- 5.11** State and Federal Taxes: As Contractor is not County's employee, Contractor is responsible for paying all required state and federal taxes. In particular:
- a. County will not withhold FICA (Social Security) from Contractor's payments;
 - b. County will not make state or federal unemployment insurance contributions on behalf of Contractor.
 - c. County will not withhold state or federal income tax from payment to Contractor.
 - d. County will not make disability insurance contributions on behalf of Contractor.
 - e. County will not obtain workers' compensation insurance on behalf of Contractor.
- 5.12** Records: All reports and other materials collected or produced by the Contractor or any subcontractor of Contractor shall, after completion and acceptance of the Contract, become the property of County, and shall not be subject to any copyright claimed by the Contractor, subcontractor, or their agents or employees. Contractor may retain copies of all such materials exclusively for administration purposes. Any use of completed or uncompleted documents for other projects by Contractor, any subcontractor, or any of their agents or employees, without the prior written consent of County is prohibited. It is further understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Contractor relating to the matters covered by this Contract shall be the property of the County, and Contractor hereby agrees to deliver the same to the County upon request. It is also understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Contract are prepared specifically for the County and are not necessarily suitable for any future or other use.
- 5.13** Contractor's Books and Records: Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the County for a minimum of five (5) years, or for any longer period required by law, from the date of final payment to the Contractor under this Contract. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the County.
- 5.14** Assignability of Contract: It is understood and agreed that this Contract contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express written consent of the County.

- 5.15** Warranty of Contractor: Contractor warrants that it, and each of its personnel, where necessary, are properly certified and licensed under the laws and regulations of the State of California to provide the special services agreed to.
- 5.16** Withholding for Non-Resident Contractor: Pursuant to California Revenue and Taxation Code Section 18662, payments made to nonresident independent contractors, including corporations and partnerships that do not have a permanent place of business in this state, are subject to 7 percent state income tax withholding.

Withholding is required if the total yearly payments made under this contract exceed \$1,500.00.

Unless the Franchise Tax Board has authorized a reduced rate or waiver of withholding and County is provided evidence of such reduction/waiver, all nonresident contractors will be subject to the withholding. It is the responsibility of the Contractor to submit the Waiver Request (Form 588) to the Franchise Tax Board as soon as possible in order to allow time for the Franchise Tax Board to review the request.

- 5.17** Compliance with Child, Family and Spousal Support Reporting Obligations: Contractor's failure to comply with state and federal child, family and spousal support reporting requirements regarding contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Contract. Contractor's failure to cure such default within ninety (90) days of notice by County shall be grounds for termination of this Contract.
- 5.18** Conflict of Interest: Contractor covenants that it presently has no interest and shall not acquire an interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this Contract, no subcontractor or person having such an interest shall be used or employed. Contractor certifies that no one who has or will have any financial interest under this contract is an officer or employee of County.
- 5.19** Compliance with Applicable Laws: Contractor shall comply with all applicable federal, state and local laws now or hereafter in force, and with any applicable regulations, in performing the work and providing the services specified in this Contract. This obligation includes, without limitations, the acquisition and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this Contract.
- 5.20** Bankruptcy: Contractor shall immediately notify County in the event that Contractor ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffer or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any

other statute of any state relating to insolvency or protection of the rights of creditors.

ARTICLE 6. OBLIGATIONS OF COUNTY

- 6.01** Cooperation of County: County agrees to comply with all reasonable requests of Contractor (to provide reasonable access to documents and information as permitted by law) necessary to the performance of Contractor's duties under this Contract.

ARTICLE 7. TERMINATION

- 7.01** Termination on Occurrence of State Events: This Contract shall terminate automatically on the occurrence of any of the following events:

1. Bankruptcy or insolvency of Contractor
2. Death of Contractor

- 7.02** Termination by County for Default of Contractor: Should Contractor default in the performance of this Contract or materially breach any of its provisions, County, at County's option, may terminate this Contract by giving written notification to Contractor.

- 7.03** Termination for Convenience of County: County may terminate this Contract at any time by providing a notice in writing to Contractor that the Contract is terminated. Said Contract shall then be deemed terminated and no further work shall be performed by Contractor. If the Contract is so terminated, the Contractor shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time of notice of termination is received.

- 7.04** Termination of Funding: County may terminate this Contract in any fiscal year in that it is determined there is not sufficient funding. California Constitution Article XVI Section 18.

ARTICLE 8. GENERAL PROVISIONS

- 8.01** Notices: Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid or return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Contract, but each party may change the address by written notice in accordance with the paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.
- 8.02** Entire Agreement of the Parties: This contract supersedes any and all contracts, either oral or written, between the Parties hereto with respect to the rendering of

services by Contractor for County and contains all the covenants and contracts between the parties with respect to the enduring of such services in any manner whatsoever. Each Party to this Contract acknowledges that no representations, inducements, promises, or contract, orally or otherwise, have been made by any party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other contract, statement, or promise not contained in this Contract shall be valid or binding. Any modification of this Contract will be effective only if it is in writing signed by the Party to be charged and approved by the County as provided herein or as otherwise required by law.

- 8.03** Partial Invalidity: If any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provision will nevertheless continue in full force without being impaired or invalidated in any way.
- 8.04** Attorney's Fees: If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Contract, the prevailing Party will 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 that party may be entitled.
- 8.05** Conformance to Applicable Laws: Contractor shall comply with the standard of care regarding all applicable federal, state and county laws, rules and ordinances. Contractor shall not discriminate in the employment of persons who work under this contract because of race, the color, national origin, ancestry, disability, sex or religion of such person.
- 8.06** Waiver: In the event that either County or Contractor shall at any time or times waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Contract, whether of the same or any other covenant, condition or obligation.
- 8.07** Governing Law: This Contract and all matters relating to it shall be governed by the laws of the State of California and the County of Siskiyou and any action brought relating to this Contract shall be brought exclusively in a state court in the County of Siskiyou.
- 8.08** Reduction of Consideration: Contractor agrees that County shall have the right to deduct from any payments contracted for under this Contract any amount owed to County by Contractor as a result of any obligation arising prior or subsequent to the execution of this contract. For purposes of this paragraph, obligations arising prior to the execution of this contract may include, but are not limited to any property tax, secured or unsecured, which tax is in arrears. If County exercises the right to reduce the consideration specified in this Contract, County shall give Contractor notice of the amount of any off-set and the reason for the deduction.

- 8.09** Negotiated Contract: This Contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Contract within the meaning of California Civil Code Section 1654. Each party hereby represents and warrants that in executing this Contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this Contract and the rights and duties arising out of this Contract, or that such party willingly foregoes any such consultation.
- 8.10** Time is of the Essence: Time is of the essence in the performance of this Contract.
- 8.11** Materiality: The parties consider each and every term, covenant, and provision of this Contract to be material and reasonable.
- 8.12** Authority and Capacity: Contractor and Contractor's signatory each warrant and represent that each has full authority and capacity to enter into this Contract.
- 8.13** Binding on Successors: All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of Contractor. Contractor and all of Contractor's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under the Contract.
- 8.14** Cumulation of Remedies: All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.
- 8.15** No Reliance On Representations: Each party hereby represents and warrants that it is not relying, and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Contract, may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this Contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SISKIYOU

Date: _____

RAY A. HAUPT, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: _____
Deputy

CONTRACTOR: ECORP Consulting,
Inc.

Date: _____

Bjorn Gregerson - President

Date: _____

Hal Freeman – Chief Financial Officer

License No.: _____
(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. _____

ACCOUNTING:
Fund Organization Account Activity Code (if applicable)
2107 201040 723000

Encumbrance number (if applicable)

If not to exceed, include amount not to exceed: \$43,261.00

If needed for multi-year contracts, please include separate sheet with financial information for each fiscal year.



November 4, 2021

Revised: November 23, 2021

Richard J. Dean, Director
Community Development Department
Siskiyou County
806 S. Main Street
Yreka, CA 96097

Subject: Proposal to Prepare a Recirculated Environmental Impact Report for the Kidder Creek Orchard Camp Project

Dear Mr. Dean:

ECORP Consulting, Inc. (ECORP) is pleased to present continued CEQA analysis services to the County for the proposed Kidder Creek Orchard Camp Project (Z-14-01 / UP-11-15) proposed to be located on a 560-acre site located at the west end of S. Kidder Creek Road, approximately 2 miles west of State Hwy 3, south of the community of Greenview in the Scott Valley. This proposal includes a detailed scope of work, schedule, and cost estimate to prepare and complete a Recirculated Environmental Impact Report (EIR) for the Kidder Creek Orchard Camp (KCOC) Project.

A brief history of the environmental review for the project as we understand it is as follows:

1. The existing camp was permitted by three separate use permit approvals beginning in 1976. Use permits were approved in 1977 (UP-76-39), 1985 (UP-85-37), and 1996 (UP-95-12).
2. In 2015, Kidder Creek Orchard Camp, Inc applied for a new use permit to increase the maximum capacity of the existing Kidder Creek Orchard Camp and seeking a change in the zoning on approximately 170 acres of the 580-acres site.
3. After receipt of additional information needed by the County from KCOC, the County prepared and circulated the Kidder Creek Orchard Camp Zone Change (Z-14-01) and Use Permit (UP-11-15) Draft Initial Study/Mitigated Negative Declaration in September 2016.
4. The County received numerous comments concerning the potential effects of the proposed project and commenting on the adequacy of the IS/MND determinations during the documents 30-day public review period (September 7, 2016 to October 6, 2016).
5. Due in part to these comments, the County determined that further environmental review was necessary in the form of Environmental Impact Report (EIR) limited to areas requiring further analysis (focused EIR).
6. In August 2018, the County contracted with ECORP to complete an EIR focusing on specific analysis areas including: agricultural and forestry resources; hazards and hazardous materials (for wildfires); hydrology and water quality; noise; and transportation/traffic.
7. During the preparation of the EIR, it was determined that construction of a new portion of the proposed emergency access road would be required. Further, it was determined that this new construction was not included in the original IS/MND and therefore, an additional analysis section in the EIR would be required.
8. On November 21, 2018, ECORP provided to the County, a proposal amendment to include analysis of the emergency access road as requested by the County. After receipt of the proposal, discussions between the County and KCOC determined that KCOC would provide cultural and biological resource assessments for the new access road.

9. The Kidder Creek Orchard Camp Draft EIR was completed and submitted to the State Clearinghouse for a 45-day public review period on August 2, 2019. The public was notified of the Draft EIR availability at the same time.
10. The County received a total of 164 comment letters and postcards from state agencies and the public by the end of the public review period. This number far exceeded the County/ECORP contracted amount of "up to 20 comment letters...".
11. After review of the comment letters and postcards, it was determined by the County and ECORP that further study of hydrological interactions between groundwater and surface water was necessary. Additionally, the County requested review and responses for noise, traffic, and biological resources comments received during the public review period by the associated technical experts.
12. Finally, it was determined by the County that the best approach to providing the public with all the additional new information on how the project would affect the environment would be to recirculate the Draft EIR. This proposal is intended to support that decision (recirculation).

Recent studies, updates to studies, and responses to comments provided by KCOC (applicant) and the County, include the following:

- ◆ Botanical Resource Survey (update to previous study)
- ◆ Wildlife Resources Survey (update to previous study. ECORP not in receipt of update survey as of November 11, 2021)
- ◆ Fire (CalFire emergency road letter, KCOC emergency plan and evacuation routes)
- ◆ Groundwater and Surface Analysis
- ◆ Hydrology (pond evaporation analysis)
- ◆ Noise Assessment (updated to previous study)
- ◆ Traffic (response to comments)
- ◆ Wastewater Feasibility Report
- ◆ Hydrogeologic analysis (formally titled as *Supplemental Groundwater and Surface Water Analysis for Kidder Creek Orchard Camp Zone Change (A-14-01) and Use Permit and dated Sept. 17, 2021*)

This proposal notes that potential Biological Resource issues were dismissed as being less than significant in the County-prepared Initial Study prepared and circulated for review in 2016. ECORP acknowledges all prior studies noted above but does not and is not contemplating the incorporation of such into an amended and recirculated EIR document as ECORP was not involved in the original review process for the surveys. ECORP will describe the updated surveys/studies in the text of the recirculated EIR document, confirm that no new impacts or information of significance were presented, and, will validate the prior conclusion of the County-prepared Initial Study that the project will have no impact to biological resources or hydrology based upon the updated studies/information.

1 – PROJECT UNDERSTANDING/APPROACH

Proposed Project

On August 7, 2019, the Kidder Creek Orchard Camp Zone Change and Use Permit Project Draft EIR (SCH# 2016092016) was circulated for public review. The County received over 160 post cards and letters from the public and agencies commenting on the Draft EIR. While the majority of these comments did not raise any new issues on the adequacy of the Draft EIR, some provided comments which could not be resolved with the information provided in the Draft EIR. As such, additional technical studies were required to address these comments. It was determined by the County that this new, previously unknown information should be provided to the public and agencies allowing the public to review the new information and the resultant analysis. As such, the County has chosen to recirculate the Draft EIR in order to provide this information to the public and agencies.

Section 15088.5 of the CEQA Guidelines provides the requirements for recirculating a Draft EIR prior to certification. As stated in Section 15088.5:

"A lead agency is required to recirculate an EIR when significant new information is added to the EIR after public notice is given of the availability of the draft EIR for public review under Section 15087 but before certification. As used in this section, the term "information" can include changes in the project or environmental setting as well as additional data or other information. New information added to an EIR is not "significant" unless the EIR is changed in a way that deprives the public of a meaningful opportunity to comment upon a substantial adverse environmental effect of the project or a feasible way to mitigate or avoid such an effect (including a feasible project alternative) that the project's proponents have declined to implement.

2 – SCOPE OF WORK

Section 15088.5 also provides that “[i]f the revision is limited to a few chapters or portions of the EIR, the lead agency need only recirculate the chapters or portions that have been modified.”

Provided below is ECORP’s proposed scope of work for recirculation of a portion of the Draft EIR per Section 15088.5 and the direction of the County. (*Note: It is the opinion of the proposal that not all sections provided in the Draft EIR will be required to be recirculated as no new information for certain sections resulting in required revisions, nor public/agency comments were received*). With this proposal and based upon the direction of the County, we propose that the Draft EIR analysis sections to be revised and recirculated would include:

- ◆ *Hazards and Hazardous Materials* to include any additional wildland fire emergency action plan information, modification to prior proposed mitigation measures to require third party verification that the proposed off-site emergency access road meets and will continue to meet CalFire Section 4290 construction standards. No new or additional analysis is proposed for the the emergency access road beyond what has been provided to ECORP by the County for the emergency access roadway;
- ◆ *Hydrology and Water Quality* to include the existing hydrology report, additional information on the 7-acre lake water evaporation, flood zone, and information provided in the provided hydrogeological analysis, any necessary new mitigation, etc.;
- ◆ *Noise* to add any additional information from Ballard Acoustical in response to Draft EIR comments;
- ◆ ~~Traffic to add any additional information from Traffic Works (Headway Transportation) in response to Draft EIR comments; and~~
- ◆ A mitigation measure for the Pacific Fisher was received as part of the project comments from the California Department of Fish and Wildlife. However, the County has provided ECORP with information from the project applicant indicating that the Pacific Fisher is not present on the site and therefore no mitigation measure is needed as suggested. With this proposal, ECORP notes both the comment from the Department and the information provided by the County. County staff have directed ECORP to utilize the information provided by the project applicant relative to the Department proposed mitigation measure.
- ◆ Alternatives to add and analyze any additional information from the revised analysis sections.

All other required EIR sections will be included in the recirculated EIR. We have included a description of activities to be completed for each task and deliverables below.

Task 1: Recirculated Administrative Draft EIR

ECORP, will prepare and submit a Recirculated Administrative Draft EIR for the proposed Project. This document will be submitted to the County for review and comment prior to the preparation of the Recirculated Public Draft EIR. The work effort will include any new information provided by additional technical studies (i.e. hydrological study), re-evaluate proposed mitigation measures for the Draft EIR and provide additional analysis of project alternative, as necessary. The Recirculated Administrative Draft EIR will also recommend additional mitigation measures, if necessary, based on the new information. The EIR will contain an Executive Summary and summary table of impacts and mitigation measures.

Task 1 Deliverables

- ◆ One (1) electronic copy of a Recirculated Administrative Draft EIR in MS WORD and pdf file format.

Task 2: Recirculated Draft EIR, Summary Form, and Notice of Completion (NOC)

Upon receipt of County comments on the Recirculated Administrative Draft EIR, ECORP will prepare a Prepublication Recirculated Draft EIR that incorporates all modifications made to the original EIR. This will

allow the County to review the document before it is published to ensure all comments have been addressed to its satisfaction. ECORP will revise the Pre-publication Draft EIR based on one set of consolidated comments received from the County and prepare the Draft EIR for a 45-day public review period. ECORP will also prepare the required Notice of Completion (NOC) and Summary Form and file with the State Clearinghouse (SCH) per CEQA Guidelines Section 15085, the NOC and 15 copies of an Executive Summary with accompanying CDs that include the EIR Project analysis for distribution to applicable state agencies

for review. ECORP will provide the County with electronic files of the Project in pdf and MS Word format for posting on the County's web page, as encouraged by the CEQA Guidelines. It has been assumed as part of this effort that the County will be responsible for the filing and posting of all Project noticing. ECORP will provide the NOC to the County a minimum of 48 hours prior to submittal to the SCH.

Task 2 Deliverables

- ◆ One (1) electronic copy of the Prepublication Recirculated Draft EIR will be submitted for final review
- ◆ Ten (10) hard copies, and one (1) Master CD with the Recirculated Draft EIR in MS Word and .pdf format for posting on the County's website, fifteen (15) CDs with the Recirculated Draft EIR in .pdf format
- ◆ NOC, Summary Form, fifteen (15) Executive Summaries, and 15 CDs of the Recirculated Draft EIR provided to SCH

Task 3: Final EIR and NOD

ECORP will prepare a Recirculated Administrative Final EIR, consisting of copies of comment letters received during the public review period for the Draft EIR as well as any comments received on the Recirculated Draft EIR, responses to these comments, and any changes to the EIR required based on the comments.. After the County comments on the Recirculated Administrative Final EIR, ECORP will prepare the Recirculated Final EIR. Responses will be distributed (on CD) via certified mail to commenting agencies at least three weeks prior to the County's certification of the Final EIR. Ten (10) printed copies will be submitted to the County for distribution/posting purposes. This document will also be provided electronically in Microsoft Word and PDF.

CEQA requires responses or acknowledgement of all comments received during the Draft EIR public review period whether or not those comments raise issues with the adequacy of the EIR analysis. As previously stated, the County received over 160 comment letters and postcards on the Draft EIR. Based on this, ECORP anticipates a high number of comments on the Recirculated Draft EIR. We have assumed that up to 80 comment letters (up from 20 in the previous proposal) containing up to 100 comments requiring detailed responses will be submitted and require a response.

Task 3 Deliverables

- ◆ One (1) electronic copy of the Administrative Final EIR in MS Word and .pdf format for staff review
- ◆ One (1) electronic copy of the prepublication Final EIR in .pdf format for staff review
- ◆ Ten (10) bound copies, and one (1) Master CD with the Final EIR in MS Word and .pdf format for posting on the County's website, fifteen (15) CDs with the Final EIR in PDF

Task 4: Mitigation Monitoring and Reporting Program

ECORP will prepare the Mitigation Monitoring and Reporting Program (MMRP) to create a legally enforceable mechanism for the implementation of mitigation measures required in the EIR. This document will identify each mitigation measure to be carried out if the Project is implemented, the entity that will be responsible for implementing the mitigation measures, and when each will be implemented. A Draft and Final MMRP will be prepared.

Task 4 Deliverables

- ◆ One (1) electronic copy of the draft MMRP (MSWord and .pdf file formats)
- ◆ One (1) electronic copy of the Final MMRP

Task 5: Project Management

ECORP will provide ongoing project management support both internally and externally to ensure that the Project stays on schedule and that work products receive thorough review. The Project Manager will be available for ongoing calls and meetings with County staff throughout the Project schedule.

Task 5 Deliverables

- ◆ None

Task 6: Planning Commission

The ECORP Project Manager will attend and present the environmental document and an overview of the environmental compliance process to the County Planning Commission as part of the County staff presentation of the project. The ECORP Project Manager will coordinate ECORP’s portion of the presentation with the overall staff presentation of the project.

Task 6 Deliverables

- ◆ Presentation of the environmental document and environmental process/information to the County Planning Commission at one (1) public meeting/hearing.

3 – SCHEDULE OF WORK

ECORP estimates that the overall schedule, assuming two-week turnaround of any and all comments on documents by the County, will be 5-6 months from start to completion of the Final EIR and MMRP.

CEQA Compliance Schedule

Task	Time Frame for Completion
Task 1: Administrative Draft Recirculated EIR	Within six (6) weeks following receipt of all new and revised technical studies (e.g. hydrological study) to be incorporated into the ADREIR
Task 2: Draft Recirculated EIR, NOI, and NOC	Within two (2) weeks of receiving final consolidated comments from the County (the public review period will
Task 3: Recirculated Final EIR and NOD	Administrative Final EIR: within five (5) weeks of closed of public comment period Final EIR: within two (2) weeks following the receipt of the County’s comments on Administrative Final EIR ¹
Task 4: Mitigation Monitoring and Reporting Program	Within two (2) weeks following completion of the Final EIR
Task 5: Project Management	Ongoing
Task 6: Planning Commission Presentation	Upon Completion of Tasks 1-4 and as directed by County

1 Timeline assumes that all comment letters received by the County will be provided to ECORP in a single delivery, and, assumes that no more than 80 letters having differing content are received. Letters in excess of 80, having a length or depth of content beyond what would be considered normal for the letters received, or letters requiring additional study or analysis may result in the need for an extended timeline for the task.

4 – COST PROPOSAL

The services provided above will be billed on a Time-and-Materials, Not-to-Exceed Basis per task. The estimated costs to complete the work are shown in the following table.

Cost Breakdown by Task

Task/Activity	Cost
Task 1: Administrative Recirculated Draft EIR	\$8,975
Task 2: Recirculated Draft EIR, NOI, and NOC	\$3,476
Task 3: Recirculated Final EIR and Notice of Determination	\$20,080
Task 4: Mitigation Monitoring and Reporting Program	\$0 ¹
Task 5: Project Management	\$7,560
Task 6: Planning Commission Presentation of EIR	\$3,170
TOTAL COSTS	\$43,261²

1) Cost included in original Draft/Final EIR and Task 3

2) Assumes all Recirculated EIR, MMRP and Final EIR response to comment pages are 508 compliant

ASSUMPTIONS

The scope of work and budget provisions of this proposal assume the following:

- ◆ The cost proposal will remain valid for ninety (90) days.
- ◆ The cost proposal is for the purposes of compliance with California Environmental Policy Act (CEQA) only. This proposal does not include nor anticipate analysis for purpose of compliance with the National Environmental Quality Act (NEPA).
- ◆ The Project Description shall not be substantially changed by the County or applicant after commencement of the scope of work.
- ◆ The ECORP Project Team will have access to all necessary project materials to include project site plans, engineering documents and available site information.
- ◆ ECORP, Inc. assumes one round of consolidated comments on all administrative drafts of the EIR by the County.
- ◆ ECORP, Inc. assumes the County will be responsible for the publication of all project related public notices and legal notices in a local newspaper.
- ◆ If the schedule is delayed due to unresolved issues or review requirements the County understands that the project schedule and budget may need to be modified.
- ◆ Staff and responsible agencies will cooperate with the ECORP Project Team in a timely manner. Work shall not be stopped or delayed by the County or others outside of the project team. Should work be so stopped or delayed for a period exceeding sixty (60) days, ECORP, Inc. shall be reimbursed for costs incurred to date on the project.
- ◆ Any changes to the above assumptions are not included in this scope and budget may result in additional time and cost.
- ◆ ECORP, Inc. may elect to move costs from task to task if required provided the total contract dollars are not exceeded.

If you have any questions regarding the scope, assumptions or cost, please call me at (530) 809-1328. If this proposal meets your approval, please contact me at your earliest convenience to set up a work order. Thank you for the opportunity to submit this proposal.

Sincerely,



Scott Friend
Project Manager