

COUNTY OF MENDOCINO

CANNABIS DEPARTMENT

579 LOW GAP ROAD ♦ UKIAH, CA 95482 ♦ (707) 234-6680

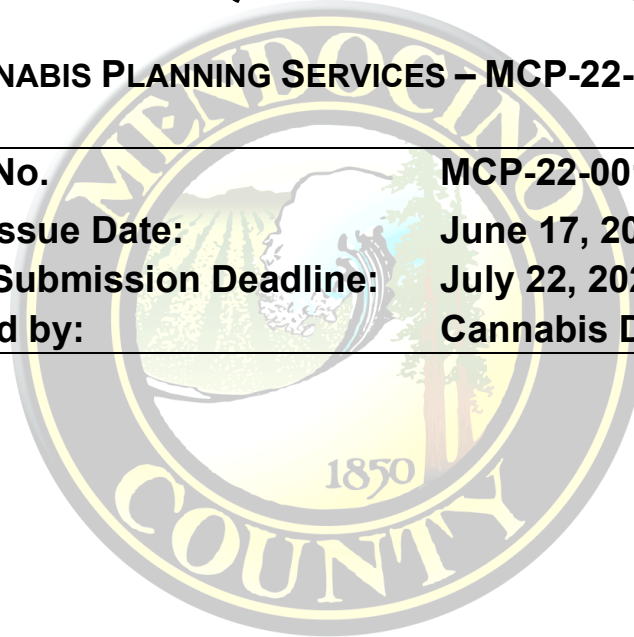
CANNABISPROGRAM@MENDOCINOCOUNTY.ORG

WWW.MENDOCINOCOUNTY.ORG/GOVERNMENT/CANNABIS-PROGRAM

REQUEST FOR QUALIFICATIONS (RFQ)

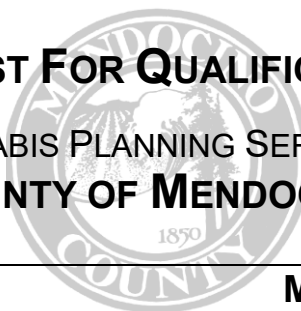
CANNABIS PLANNING SERVICES – MCP-22-001

| | |
|--------------------------|---------------------|
| RFQ No. | MCP-22-001 |
| RFP Issue Date: | June 17, 2022 |
| RFQ Submission Deadline: | July 22, 2022 |
| Issued by: | Cannabis Department |



REQUEST FOR QUALIFICATIONS

**CANNABIS PLANNING SERVICES
COUNTY OF MENDOCINO**



| | |
|---------------------------------|----------------------|
| RFQ No. | MCP-22-001 |
| RFQ Issue Date: | June 17, 2022 |
| RFQ Submission Deadline: | July 22, 2022 |

INTRODUCTION

This Request for Qualifications (RFQ) announces the intent of the County of Mendocino to seek services from qualified professional planning service firms and contractors for the purpose of providing Planning Services related to cannabis cultivation for Mendocino County. This Request for Qualifications (RFQ) is extended to any professional planning service firms and contractors that meets the minimum qualifications and has the required experience as described below.

Based on the responses to this RFQ, the County intends to enter into agreements with at least two qualified professional planning service firms. The County may request professional planning service firms focus on specific areas of expertise based on County need, service firm expertise and perceived value. As an example, professional service firm A may be asked to focus on Cannabis Cultivation Permit application processing while professional service firm B may be asked to focus on Appendix G CEQA Checklist processing.

The County of Mendocino, through its Cannabis Department, is developing a list of qualified consultants to assist in providing staff services for permit application review and processing over 800 ministerial Cannabis Cultivation Permit applications. Depending upon the need, the County may also require assistance in the processing of Phase 3 Cannabis Cultivation Permit applications. The RFQ list will be used to contract out professional planning services, to augment the work of County planners and will be valid for three years.

The County has over 800 ministerial cannabis cultivation permits that require review and processing and the County anticipates processing all of these applications before June 30, 2023. At this time, we do not have an estimation of the number of potential new Phase 3 Cannabis Cultivation Permit applications the County may receive. The County wants to establish a list of consultants who will work directly for the County. The consultants would enter into a master contract with the County and would perform work on specific projects as assigned by the County. It is anticipated that the work will be assigned based on the technical expertise needed, contractor skillsets and resources available.

It will be necessary for consultants to understand the natural resource issues within Mendocino County and to have some familiarity with the Mendocino Cannabis Cultivation Ordinance (MCCO) Section 10A.17 and Section 20.242.

For more information about the cannabis ordinance please look at the Cannabis Program page <https://www.mendocinocounty.org/government/cannabis-cultivation/cannabis-cultivation-ordinance>

TABLE OF CONTENTS

| Item | Page Number |
|---|-------------|
| Introduction | 2 |
| Pre-submittal inquiries | 3-4 |
| Background | 4 |
| Scope of Work & Delivery | 5-7 |
| Minimum Qualifications | 7 |
| Letters of Qualifications | 8-9 |
| Submission Requirements & Evaluation and Selection Criteria | 9-10 |
| Attachment A - Sample Standard Mendocino Contract | 11-23 |
| Attachment B – Active and Prior Engagement Applicant Table | 27 |

PROCUREMENT SCHEDULE

| Schedule | Date |
|--------------------------------------|-----------------------|
| Release RFQ | Friday, June 17, 2022 |
| Deadline for Pre-submittal Inquiries | Friday, July 1, 2022 |
| Letters of Qualifications Due | Friday, July 22, 2022 |
| Review of Letters | August 2022 |
| Vendor Award Notification | October 2022 |

PRE-SUBMITTAL INQUIRIES

- A. Pre-submittal procedural or technical inquiries may be directed to:
 - William Riley
 Program Administrator
 Mendocino Cannabis Department
 email: riley@mendocinocounty.org
- B. All pre-submittal inquiries must be submitted in writing (email is acceptable).
- C. The deadline for submitting written inquiries regarding this RFQ is Friday, **July 22 9, 2022 at 4PM.**
- D. The questions and answers will be provided by the County in writing, in the form of an addendum to all known interested vendor(s) after the inquiry deadline. If any addenda are issued by the County, they shall be sent via facsimile and/or first-class U.S. mail to the last known business address of each vendor known to have received a copy of this RFQ.
- E. Questions submitted after the inquiry deadline will not be answered. Only answers to questions communicated by formal written addenda will be binding.
- F. Mendocino County requires that other Mendocino County elected officials, management and employees not be contacted other than the contact listed above bullet “A” in relation

to this RFQ by potential vendors during the RFQ process. Failure to comply with this requirement may disqualify those proposals from further consideration. Contact is limited to the Mendocino County RFQ Representatives for technical and procedural inquiries.

BACKGROUND

Mendocino County has a continuous need for professional Cannabis Planning Services. The County's ministerial Cannabis Cultivation Permitting ordinance allows the following cultivation styles: outdoor, mixed light, and indoor in select zoning up to 10,000 square feet of cultivation and nursery operations in select zoning of up to 22,000 square feet Ministerial Cannabis Cultivation Permit applicants require Appendix G CEQA Checklists. Depending on zoning Cannabis Cultivation Permits may also require discretionary permits subject to CEQA.

The County wishes to process as many of the over 800 ministerial Cannabis Cultivation Permit applications to action as possible and we anticipate up to 20 hours to be dedicated per application. Some of the applicants have environmental consultants or agents working for them, many do not. In order to be equipped to process these applications the County is seeking qualified professionals to review application materials, process these applications to a recommended approval or denial, and for some, draft or process Appendix G CEQA Checklists or other CEQA documents.

The County, depending upon the need, may also require assistance in the processing of Phase 3 Cannabis Cultivation Permit applications and the CEQA documentation associated with these applications. At this time, we do not have an estimation of the number of potential new applications. Subject to need, the consultant may augment County staff to review and process Ministerial Permits, Administrative Permits, Minor Use Permits, or Major Use Permits and prepare either a Staff Report, an Initial Study, an Appendix G CEQA Checklist, and/or other CEQA documents. The discretionary use permit reports may also be presented to the decision-making officer or body. The County is interested in working with firms who have this capability.

The County is developing standard operating procedures and business process flow charts related to the review and processing of Cannabis Cultivation Permit applications per the Ordinance. These documents will be available to all successful proposers as a part of the onboarding process.

The County is seeking a qualified contractor(s) with the capacity to provide Cannabis Planning Services which includes processing a high volume of ministerial Cannabis cultivation permit applications, preparing and processing CEQA documentation, and potentially assisting in processing discretionary use permits.

SCOPE OF SERVICES

The County seeks to prequalify and select professional planning services firms and consultants to perform a variety of tasks including but not limited to the following:

1. Conduct a completeness check of ministerial Cannabis Cultivation Applications.
 - a. Review documentation received versus Ordinance Requirements and determine if there is outstanding documentation required.
 - b. Draft a form letter requesting any additional documents or corrections to the application materials previously submitted.
2. Conduct a complete review of all received ministerial Cannabis Cultivation Permit applications to:
 - a. Determine applicability and alignment with requirements
 - b. Verify that all required local and state permits and licenses are approved or processed.
 - c. Complete zoning clearance review and determine whether a discretionary permit will be required.
 - d. Review and approve site plans based on requirements, ensuring setbacks and all cannabis cultivation related activities/buildings/structures are listed.
 - e. Complete application referrals to the Department of Environmental Health to ensure compliance of sewage and water well requirements.
 - f. Complete the Sensitive Species Review and depending upon the review of performance standards defined compared to the project, recommend to approve, submit a referral to California Department of Fish and Wildlife for additional information or studies that may be required; or recommend for denial, if the cultivator cannot demonstrate a less than significant impact to Sensitive Species and Sensitive Species Habitat as the project is proposed.
 - g. Complete the Mendocino County Air Quality Management District Questionnaire Review and submit the referral to Mendocino County Air Quality Management District, for approval.
 - h. Complete the Compliance Plan Agreement for the proposed project, including a list of all outstanding building permits on site.
 - i. Recommend approval or denial based on the final review process.
3. Conduct and/or coordinate further reviews as determined by Ordinance.
4. In addition to a ministerial permit for some of the Phase 1, 2, or 3 applicants, complete a review and process of discretionary permits determined by the zoning requirements in

MCCO Chapter 20.242 Cannabis Cultivation Sites.

5. Prepare and or review environmental documents as required.
6. Prepare written reports, for discretionary use permit or other reason under direction of Mendocino County Cannabis Program (Department) as requested.
7. Answer questions and notify or provide information to applicants regarding requirements of the Ordinance, on behalf of the County.
8. Communicate in writing with applicants on current status of applications and next steps, on behalf of the County.
9. Update appropriate County data base or communication systems.
 - a. TRAKIT is used by the County for permitting
 - b. A Cannabis Portal is under development for use by the County to communicate with applicants and their agents.

DELIVERY OF SERVICES

Due to COVID-19, the County may expect services to be delivered remotely. Remote access to applicable County systems and files will be provided through a terminal server application. All contract planners will be required to have unique login credentials. Each vendor shall complete applicable forms requesting login credentials. Depending upon the circumstances and guidelines related to COVID-19, whether it be vaccine availability or social distancing protocols, the County may request the Contractor to be primarily stationed at the County offices of the Cannabis Program (Department) – Ukiah or Willits.

Business processes, assignments, work products, and telephone calls related to applications will be coordinated by County personnel.

Mendocino County has a continuous need for professional Cannabis Planning Services. The County's ministerial Cannabis Cultivation Permitting ordinance allows the following cultivation styles: outdoor, mixed light, and indoor in select zoning up to 10,000 square feet of cultivation and nursery operations in select zoning of up to 22,000 square feet. Ministerial Cannabis Cultivation Permit applicants, depending on zoning may also require discretionary permits.

The County wishes to process as many of the over 800 ministerial Cannabis Cultivation Permit applications to action as possible and we anticipate up to 20 hours to be dedicated per application. Some of the applicants have environmental consultants or agents working for them, many do not. In order to be equipped to process these applications the County is seeking qualified professionals to review application materials, and process these applications to a recommended approval or denial.

The County, depending upon the need, may also require assistance in the processing of Phase 3 Cannabis Cultivation Permit applications. At this time, we do not have an estimation of the number of potential new applications. Subject to need, the consultant may augment County staff to review and process Phase 3 ministerial permits and/or Appendix G CEQA checklists. The County is interested in working with firms who have this capability.

The County is developing standard operating procedures and business process flow charts related to the review and processing of its ministerial Cannabis Cultivation Permit applications per the Ordinance. These documents will be available to all successful proposers as a part of the on-boarding process.

The County is seeking a qualified contractor(s) with the capacity to provide Cannabis Planning Services which includes processing a high volume of ministerial Cannabis cultivation permit applications, potentially assist in processing discretionary use permits, and preparing and processing Appendix G CEQA Checklists and other CEQA documents.

MINIMUM QUALIFICATIONS

In order to qualify for inclusion on the Prequalified List, the Planning Services Firm must meet the following minimum requirements:

- A. A List of planning staff with subsequent resumes who have at minimum one (1) to three (3) years of public planning services experience.
- B. All proposers shall complete Attachment B "Active and Prior Engagement Applicant Table"
- C. Demonstrate staffing capacity and staffing levels to assist with a large volume of application processing.
- D. Demonstrable and verifiable (including references with contact information) of cannabis cultivation application processing.
- E. Demonstrable and verifiable (including references with contact information) CEQA processing experience including Initial Studies, Negative Declarations, Environmental Impact Reports, and Checklists.
- F. Demonstrate sufficient named/designated staff and resources to meet the requirements of the County standard contract boilerplate including redundancy of qualified personnel such that key persons can be readily replaced, with County's preapproval, in the event of illness, employment change or other reason.
- G. Be able and agree to execute and fulfill the terms and conditions of the attached County of Mendocino Standard Service Agreement (see Example).
- H. Be able to demonstrate financial stability.
- I. If resources outside your firm are to be used, demonstrate and list the qualified Subcontractors who have extensive experience for the type of work they will provide for the team.
- J. The prequalified firms must comply with all applicable state and federal regulations regarding equal opportunity employment.

LETTERS OF QUALIFICATIONS

Letters of Qualifications shall be complete and address each of the following sections. The letter formatted to print on 8.5" x 11" paper with each answer or description in the order given below. Focus your response to this RFQ. Responses should include the capability to meet or exceed each minimum qualification. Submit one (1) signed original, two (2) printed copies and one (1) electronic copy of the complete Letter of Qualifications.

- A. **Organization Chart** – Provide an organization chart of the proposed team, which identifies a Program Manager and each Subconsultant. The chart should show the organizational structure of the team, the scope of services provided by each team member and provide names of all key personnel. Include specialty Subconsultants that you would expect to use on this type of project. Also, include a brief description of experience that this team has had working together on previous projects.
- B. **Firm Description** – Provide a complete description for each firm on the Organization Chart including name, address, telephone and facsimile numbers of the firms; firm history and organization; any additional qualifications that would be of interest to the County and current workload (number and size of projects currently underway) with a description of how the firm would meet the needs of Mendocino County within its existing commitments. If the firm has more than one office, provide a general description of the overall firm with detailed information about the specific office assigned to this project.
- C. **Key Personnel** – Identify the key Planner personnel and their backups that will be assigned to this project, including but not limited to a project principal, program manager, and planner. Include resumes and project experience of each person with emphasis on experience with similar facilities: responsibilities, years of experience in total and with current firm, and specific projects.
- D. **Experience** - Describe three (3) similar projects (two (2) in California) in the last 5 years for which the firm has successfully provided their services. The descriptions should include:
- Client name, contact person, address and telephone number
 - Project team – Project/Program Manager and Subconsultants
 - Project scope – In one or two paragraphs.
 - Any and all completed, ongoing or pending litigation or arbitration in which the Program Manager and the Subconsultants have been involved over the past 3 years including projects other than those listed above. Briefly explain the surrounding events and the outcome. Identify the other parties.
- E. **Project Approach** - Describe the approach you would use in providing services for this project. Include techniques, procedures, documents and tools you would use, and the effort, input and/or information you would need from the County.
- F. **Agreement** - The successful applicant will be required to adhere to the provisions, terms and conditions of the attached standard County of Mendocino, Agreement for Services. Objections to any provisions must be identified in the letter of qualification.

- G. **Fee Schedule and Billing Rates**– Provide a fee schedule that includes personnel costs for each labor category: hourly billing rates for team members and if applicable, subconsultants expenses shall be outlined and limited to a 10% markup. Include rates for other direct and indirect costs such as mileage, travel, equipment, and/or materials (if applicable).
- H. **Financial Statement** – Provide the firm’s most recent financial statement. It shall be complete in accordance with accepted accounting principles and shall include the following information: Current Assets (cash, accounts receivable, notes receivable, accrued income and deposits); Net Fixed Assets; Other Assets; Current Liabilities (accounts payable, notes payable, accrued expenses, taxes, accrued salaries, accrued subconsultant payable and payroll taxes); and the name of the firm preparing the financial statement.
- I. **Other** - Provide any other information regarding your qualifications you feel is appropriate for consideration for this project.

SUBMISSION REQUIREMENTS

- A. Letters of Qualifications shall be submitted in a sealed envelope, clearly marked with the RFQ#: MCP-22-001 to:
- Mendocino County
Cannabis Program (Department)
579 Low Gap Road
Ukiah, CA 95482
Attn: Kristin Nevedal, Cannabis Director
- B. Letters must be received by the County no later than **July 22, 2022, by 4:00 PM.** Late or facsimile proposals will not be accepted. It is the Firm’s responsibility to assure that its proposal is delivered and received at the location specified herein, on or before the date and hour set. Proposals received after the date and time specified will not be considered.
- C. Letters of Qualifications received shall remain confidential until the contract(s), if any, resulting from this RFQ are awarded. Thereafter, all information submitted in response to this RFP shall be deemed public record. In the event that a Firm desires to claim portions of its Proposal as exempt from disclosure, it is incumbent on the Firm to clearly identify those portions with the word "confidential" printed on the lower right-hand corner of the page. The County will consider a Firm’s request for exemption from disclosure. However, the County will make its decision based upon applicable laws. An assertion by the Firm that the entire Proposal is exempt from disclosure will not be honored.
- D. The Firm is solely responsible for the costs incurred in preparing its Letter of Qualification. The County of Mendocino will provide no compensation for such costs.
- E. The County of Mendocino reserves the right to reject any or all Letters of Qualifications for any reason, to withhold consideration of incomplete responses, to waive informalities

or request additional information of the Firms at its discretion, and reserves the right to terminate the solicitation and/or evaluation process at any time.

- F. Acceptance of a Letter of Qualifications or other material during the selection process does not constitute a contract and does not obligate the County of Mendocino to award funds. Funding is subject to final contract approval by the Mendocino County Board of Supervisors. The County also reserves the right to reject any or all proposals (Letters of Qualifications) without penalty and to act in the best interest of the County as may be required.
- G. The County of Mendocino encourages all vendors to participate in our ePayables program as our preferred payment method. The County's ePayables program is designed to provide the highest level of efficiency and service to our vendors ensuring that payments are received in a timely cost-efficient manner (Example).

EVALUATION AND SELECTION CRITERIA

Vendor selection will be conducted in two phases:

- 1) Qualification: The County will receive and review Letters of Qualifications, and select a list of finalists; and
- 2) Selection Phase: The County may schedule interviews with the finalists, perform verification of qualifications and background, and select preferred Firm(s) for contract negotiation. The Letters of Qualifications shall be based on the information provided in this RFQ. More detailed information may be provided to the finalists during the Selection Phase prior to the scheduling of interviews (if necessary).

The following criteria will be used in evaluating and selecting the prospective Consultant:

- A. Clarity of submittal and responsiveness to RFQ.
- B. Project Team Qualifications - Relevant qualifications, education and experience of the individuals and firms who will provide the services.
- C. Firm Experience and Ability - Experience providing services on similar projects as described in this RFQ.
- D. Service/Project Control - Quality and performance of previous projects, record of budget and schedule performance, and adequacy of quality assurance and control.
- E. Comparison of fee schedules and billing rates.
- F. Any other criteria deemed relevant to selection.

ATTACHMENT A

COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and _____, hereinafter referred to as the "CONTRACTOR".

WITNESSETH

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent contractors to perform special services to or for COUNTY or any department thereof; and,

WHEREAS, COUNTY desires to obtain CONTRACTOR for its [Services]; and,

WHEREAS, CONTRACTOR is willing to provide such services on the terms and conditions set forth in this AGREEMENT and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONTRACTOR to provide the services described in Exhibit "A", and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A Definition of Services
- Exhibit B Payment Terms
- Exhibit C Insurance Requirements
- Exhibit D Mendocino County ePayables Information
- Attachment B Active and Prior Engagement Applicant Table

The term of this Agreement shall be from the date this Agreement becomes fully executed by all parties (the "Effective Date"), and shall continue through _____, 20____.

The compensation payable to CONTRACTOR hereunder shall not exceed [Spelled out Contract Amount] (\$[Numerical Amount]) for the term of this Agreement.

.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

DEPARTMENT HEAD _____ DATE _____
Budgeted: [] Yes [] No
Budget Unit: _____
Line Item: _____
Grant: [] Yes [] No
GRANT NO.: _____

CONTRACTOR/COMPANY NAME

By: _____

Date: _____

NAME AND ADDRESS OF CONTRACTOR:

COUNTY OF MENDOCINO

By: _____
TED WILLIAMS, Chair
BOARD OF SUPERVISORS

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

ATTEST:

DARCIE ANTLE, Interim Clerk of said Board

By: _____
Deputy

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

DARCIE ANTLE, Interim Clerk of said Board

By: _____
Deputy

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

By: _____
Deputy

Date: _____

INSURANCE REVIEW:

RISK MANAGER

By: _____
Risk Management

EXECUTIVE OFFICE/FISCAL REVIEW:

By: _____
Deputy CEO/Fiscal

Date: _____

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed [] _____

Mendocino County Business License: Valid []

Exempt Pursuant to MCC Section: _____

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an Independent Contractor. CONTRACTOR is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.

CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which COUNTY may incur because of CONTRACTOR's failure to pay such amounts.

In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

CONTRACTOR does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and County laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** CONTRACTOR shall indemnify, defend, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever including damages to property and injuries to, or death of persons, reasonable attorney's fees, expert fees and court costs occurring or

resulting, or alleged to be occurring or resulting, to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connections with the CONTRACTOR'S performance or its obligations under this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting, or alleged to be occurring or resulting, to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR'S performance of its obligations under this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors.

- 3. **INSURANCE AND BOND:** CONTRACTOR shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.

- 4. **WORKERS' COMPENSATION:** CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

CONTRACTOR affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONTRACTOR further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONTRACTOR shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONTRACTOR shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of subcontractors' employees.

- 5. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.

 - b. **Accidents:** If a death, serious personal injury or substantial property damage occurs in connection with CONTRACTOR's performance of this Agreement,

CONTRACTOR shall immediately notify Mendocino County Risk Manager's Office by telephone. CONTRACTOR shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONTRACTOR's sub-contractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.

- c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.

- 6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit "B" hereto as funding permits.

If COUNTY overpays CONTRACTOR for any reason, CONTRACTOR agrees to return the amount of such overpayment to COUNTY, or at COUNTY's option, permit COUNTY to offset the amount of such overpayment against future payments owed to CONTRACTOR under this Agreement or any other agreement.

In the event CONTRACTOR claims or receives payment from COUNTY for a service, reimbursement for which is later disallowed by COUNTY, State of California or the United States Government, the CONTRACTOR shall promptly refund the disallowance amount to COUNTY upon request, or at its option COUNTY may offset the amount disallowed from any payment due or that becomes due to CONTRACTOR under this Agreement or any other agreement.

All invoices, receipts, or other requests for payment under this contract must be submitted by CONTRACTOR to COUNTY in a timely manner and consistent with the terms specified in Exhibit B. In no event shall COUNTY be obligated to pay any request for payment for which a written request for payment and all required documentation was first received more than six (6) months after this Agreement has terminated, or beyond such other time limit as may be set forth in Exhibit B.

- 7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.
- 8. OWNERSHIP OF DOCUMENTS: CONTRACTOR hereby assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting

in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONTRACTOR, the CONTRACTOR's subcontractors or third parties at the request of the CONTRACTOR (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONTRACTOR shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONTRACTOR agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONTRACTOR hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials. The COUNTY's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONTRACTOR's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

The COUNTY's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials .

- 9. CONFLICT OF INTEREST: The CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.
- 10. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF MENDOCINO
 Cannabis Department
 579 Low Gap Road
 Ukiah, CA 95482
 Attn: Kristin Nevedal, Cannabis Director

To CONTRACTOR: [Name of Contractor]
 [Number and Street]
 [City, State, Zip Code]
 ATTN:

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

- 11. USE OF COUNTY PROPERTY: CONTRACTOR shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
- 12. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: CONTRACTOR certifies that it will comply with all Federal, State, and local laws, rules and regulations pertaining to nondiscrimination in employment.
 - a. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Veteran's status, political affiliation, or any other non-merit factor.
 - b. CONTRACTOR shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.
 - c. If requested to do so by the COUNTY, CONTRACTOR shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.

- d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
 - e. The CONTRACTOR shall include the provisions set forth in this paragraph in each of its subcontracts.
13. **DRUG-FREE WORKPLACE:** CONTRACTOR and CONTRACTOR's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a County facility or work site, the CONTRACTOR, within five days thereafter, shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
14. **ENERGY CONSERVATION:** CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).
15. **COMPLIANCE WITH LICENSING REQUIREMENTS:** CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses and display the same in a location that is reasonably conspicuous, as well as file copies of same with the County Executive Office.

CONTRACTOR represents and warrants to COUNTY that CONTRACTOR and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.

16. **AUDITS; ACCESS TO RECORDS:** The CONTRACTOR shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONTRACTOR.

The CONTRACTOR shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the CONTRACTOR in the

performance of this Agreement. If such books and records are not kept and maintained by CONTRACTOR within the County of Mendocino, California, CONTRACTOR shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within County or CONTRACTOR shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONTRACTOR's books and records, including, but not limited to, travel, lodging and subsistence costs. CONTRACTOR shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY, and the CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the COUNTY makes the final or last payment or within four (4) years after any pending issues between the COUNTY and CONTRACTOR with respect to this Agreement are closed, whichever is later.

17. **DOCUMENTS AND MATERIALS:** CONTRACTOR shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONTRACTOR's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's last payment to CONTRACTOR under this Agreement.
18. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
19. **TERMINATION:** The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR prior written notice. In the event that the COUNTY should abandon, terminate or suspend the CONTRACTOR's work, the CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONTRACTOR for its [Services] shall not exceed \$[Contract Amount] payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.
20. **NON APPROPRIATION:** If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, COUNTY shall remit payment for all

products and services delivered to COUNTY and all expenses incurred by CONTRACTOR prior to CONTRACTOR'S receipt of the termination notice.

21. CHOICE OF LAW: This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
22. VENUE: All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
23. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
24. ADVERTISING OR PUBLICITY: CONTRACTOR shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.
25. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between COUNTY and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties.
26. HEADINGS: Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
27. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
28. ASSURANCE OF PERFORMANCE: If at any time the COUNTY has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, COUNTY may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide

such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.

29. **SUBCONTRACTING/ASSIGNMENT:** CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.
- a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Only the department head or his or her designee shall have the authority to approve subcontractor(s).
 - c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between CONTRACTOR and its subcontractors.
30. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.
31. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
32. **INTELLECTUAL PROPERTY WARRANTY:** CONTRACTOR warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("CONTRACTOR PRODUCTS") to be provided by CONTRACTOR in the performance of this AGREEMENT, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONTRACTOR hereby grants to COUNTY, or represents that it has secured from third parties, an irrevocable license (or sublicense) to reproduce, distribute, perform, display, prepare derivative works, make, use, sell, import, use in commerce, or otherwise utilize CONTRACTOR PRODUCTS to the extent reasonably necessary to use the CONTRACTOR PRODUCTS in the manner contemplated by this agreement. CONTRACTOR further warrants and represents that it knows of no allegations, claims, or threatened claims that the CONTRACTOR PRODUCTS provided to COUNTY under this Agreement infringe any patent, copyright, trademark, or other proprietary right. In the event that any third party asserts a claim of infringement against the COUNTY

relating to a CONTRACTOR PRODUCT, CONTRACTOR shall indemnify and defend the COUNTY pursuant to Paragraph 2 of this AGREEMENT.

In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for COUNTY the right to continue using the CONTRACTOR Products; or (2) replace or modify the CONTRACTOR Products so that that they become non-infringing, but equivalent in functionality and performance.

33. ELECTRONIC COPIES:

The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.

34. COOPERATION WITH COUNTY

Contractor shall cooperate with County and County staff in the performance of all work hereunder.

35. PERFORMANCE STANDARD

Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable Federal, State, and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of paragraph 19 (Termination) or (d) pursue any and all other remedies at law or in equity.

36. ATTORNEYS' FEES

In any action to enforce or interpret the terms of this agreement, including but not limited to any action for declaratory relief, each party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

CONTRACTOR shall provide the following services:

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT TERMS

[END OF PAYMENT TERMS]

EXHIBIT CINSURANCE REQUIREMENTS

-

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law. Insurance requirements shall be in addition to, and not in lieu of, Contractor's indemnity obligations under Paragraph 2 of this Agreement.

CONTRACTOR shall obtain and maintain insurance coverage as follows:

- G. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- H. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

CONTRACTOR shall furnish to COUNTY certificates of insurance evidencing the minimum levels described above.

[END OF INSURANCE REQUIREMENTS]

EXHIBIT D**MENDOCINO COUNTY EPAYABLES INFORMATION**

The County of Mendocino is currently making credit card payments to all of our vendors and suppliers who qualify. To qualify, vendors need to currently accept credit card payments. To achieve this more efficient form of payment, the County has partnered with Bank of America and their ePayables credit card program. This electronic initiative will yield many benefits to its participants:

- Expedited receipt of cash – electronic credit card payments provide cash flow benefits by eliminating mail and paper check float
- Elimination of check processing costs
- Remittance data transmitted with payment for more efficient back-end reconciliation
- No collection costs associated with lost or misplaced checks
- Reduced exposure to check fraud
- More efficient handling of exception items
- Fits with existing accounting software – requires no purchase of software, no modifications to existing accounts receivable system and no change to bank accounts.
- Going green with paperless electronic credit card payments help conserve the environment by eliminating printing and mailing of paper checks.

For information regarding the payment process, please contact 707-234-6860.

Additional information regarding the Bank of America Program is also available at:

http://corp.bankofamerica.com/business/ci/landing/epayables-vendors?cm_mmc=sbgeneral- -vanity- -sq01vn000r_epayablesvendors- -na

