



Contract Number

SAP Number

Office of Emergency Services

Department Contract Representative	Crisanta Gonzalez
Telephone Number	909-356-3998
Contractor	Synergy Disaster Recovery, LLC
Contractor Representative	Bethany Duart
Telephone Number	954-817-7441
Contract Term	04/07/2026 – 10/07/2027
Original Contract Amount	\$229,309
Amendment Amount	
Total Contract Amount	\$229,309
Cost Center	1086201000
Grant Number (if applicable)	800413

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County (County) desires to designate a contractor of choice to provide professional consulting and planning services for the update of the County Operational Area Multi-Jurisdictional Hazard Mitigation Plan (MJHMP), including preparation and integration of jurisdiction-specific annexes, as further described in a statement of work (Services); and

WHEREAS, the County conducted a competitive process to find Synergy Disaster Recovery, LLC (Contractor) to provide these Services; and

WHEREAS, based upon and in reliance on the representations of Contractor in its response to the County's Request for Proposals, the County finds Contractor qualified to provide professional hazard mitigation planning and consulting services consistent with federal, state, and local procurement requirements; and

WHEREAS, the County desires that such Services be provided by Contractor and Contractor agrees to perform these Services, as set forth below;

NOW, THEREFORE, the County and Contractor mutually agree to the following terms and conditions:

A. DEFINITIONS

- A.1** Annex: A jurisdiction-specific component of the MJHMP addressing local hazard risks, capabilities, and mitigation strategies, prepared in accordance with the requirements of the

Department of Homeland Security Federal Emergency Management Agency and the California Governor's Office of Emergency Services.

- A.2** Board: The San Bernardino County Board of Supervisors.
- A.3** California Governor's Office of Emergency Services (Cal OES): The state agency responsible for coordination and oversight of hazard mitigation planning activities in California.
- A.4** California State Hazard Mitigation Plan (2023): The State of California's FEMA-approved hazard mitigation plan that identifies statewide hazards and mitigation strategies intended to reduce long-term risk to people, property, and infrastructure.
- A.5** Contractor: Any individual, company, firm, corporation, partnership, or other organization to whom a contract award is made by the County.
- A.6** Emergency Operations Plan: A jurisdiction's official plan that describes how it will coordinate preparedness, response, and recovery activities during emergencies and disasters.
- A.7** Federal Emergency Management Agency (FEMA): The agency of the United States Department of Homeland Security responsible for administering federal hazard mitigation planning requirement and approvals.
- A.8** FEMA's Annex Review Tool: The FEMA guidance tool used to evaluate jurisdictional annexes included in a multi-jurisdictional hazard mitigation plan for compliance with FEMA requirements for plan approval, including any updates or successor guidance issued by FEMA
- A.9** FEMA's Local Hazard Mitigation Plan Review Tool: The FEMA guidance tool used to evaluate local hazard mitigation plans for compliance with FEMA requirements for plan approval, including any updates or successor guidance issued by FEMA.
- A.10** FEMA's Mitigation Ideas (January 2013): A FEMA guidance document that provides examples of hazard mitigation actions and strategies that communities may implement to reduce disaster risks.
- A.11** Local Hazard Mitigation Plan (LHMP): An LHMP is a community-driven document that outlines strategies to reduce the impact of natural disasters on people and property. FEMA requires that LHMPs be updated at least every five years to maintain compliance and eligibility for funding.
- A.12** Local Mitigation Planning Handbook (2023): FEMA's handbook that guides a County or local government, including special districts, as it develops or updates a local hazard mitigation plan.
- A.13** Multi-Jurisdictional Hazard Mitigation Plan (MJHMP): A MJHMP is a long-term plan created by multiple local governments working together to reduce the impact of natural disasters. Cities, towns, the County, and special districts within the County's Operational Area collaborate to identify the hazards they face and develop strategies to lessen damage, protect communities, and reduce future economic losses.
- A.14** Participants: Incorporated cities, towns, and special districts within the County Operational Area that elect to participate in the MJHMP update and preparation or adoption of an Annex.
- A.15** Plan Update: A local jurisdiction process of reviewing and revising an existing local mitigation plan to reflect changes in risks, vulnerabilities, priorities, and implementation efforts.
- A.16** San Bernardino County Operational Area: The San Bernardino County Operational Area is the framework used to coordinate emergency management activities among the County, incorporated cities, special districts, and other local government entities located within the County. It facilitates collaboration, information sharing, and resource coordination for preparedness, response, recovery, and mitigation activities during emergencies and disasters.

- A.17 San Bernardino County Office of Emergency Services (OES): The administering department within the County.
- A.18 Services: The professional consulting and planning services to be provided by Contractor under this Contract, as further described herein and in any applicable attachments or exhibits.
- A.19 Subcontractor: An individual, company, firm, corporation, partnership, or other organization, not in the employment of or owned by Contractor, who is performing services on behalf of Contractor under the Contract or under a separate contract with or on behalf of Contractor.

B. CONTRACTOR RESPONSIBILITIES

B.1 General Background

Many jurisdictions and special districts within the San Bernardino County Operational Area are due to update their LHMPs based on the five-year planning cycle established by FEMA. The project includes various activities related to the Plan Update, such as revising the existing LHMP to align with the Local Mitigation Planning Policy Guide (2025). The MJHMP will address all elements required by FEMA’s plan review process, including documentation of the planning process, hazard risk assessment, mitigation strategy, plan maintenance, community outreach, and formal adoption by all Participants. The Contractor shall utilize FEMA’s Local Hazard Mitigation Plan Review Tool and its Annex Review Tool to verify that each required element is addressed with appropriate detail in both the MJHMP and the Annexes.

The final deliverable will be an updated MJHMP, along with jurisdiction Annexes that have been reviewed and approved by Cal OES and FEMA. All work and deliverables must comply with the most recent hazard mitigation planning standards set by FEMA and Cal OES. The Contractor is responsible for ensuring that the updated MJHMP meets the requirements outlined in 44 CFR § 201.6 (local mitigation plans) and adheres to the guidance provided in FEMA’s Local Mitigation Planning Handbook (2023). Additionally, the updated MJHMP must align with the goals and priorities outlined in the California State Hazard Mitigation Plan (2023) and any relevant Cal OES planning guidance.

B.2 Project Initiation, Management, and Stakeholder Coordination

The Contractor shall perform the following Tasks (B.2 through B.8) to develop the comprehensive MJHMP update. All tasks include associated sub-tasks, deliverables, and coordination responsibilities as described.

B.2.1 Kickoff Meeting and Planning Teams Formation: The Contractor shall schedule and conduct a project kickoff meeting with OES’s planning team (OES Planning Team) and representatives from each Participant. In this meeting, the Contractor will review the project scope, timeline, roles, and expectations. A Hazard Mitigation Planning Team will be established, consisting of the OES Planning Team, key County departments, one or more representatives from each Participant, and other relevant stakeholders (e.g., major utilities, flood control district, academic experts, FEMA/Cal OES liaisons, etc.). The Contractor will lead the Hazard Mitigation Planning Team and facilitate collaboration with the County and each Participant throughout the project. OES has already coordinated with and has received letters of intent from the following Participants:

Participant Name	Type
(1) San Bernardino County Fire Protection District	Special District
(2) San Bernardino County Flood Control District	Special District
(3) San Bernardino County Fire District Department	Special District
(4) San Bernardino County	County
(5) San Bernardino City School District	Special District
(6) City of Needles	City
(7) City of Chino	City

(8) City of Yucaipa	City
(9) Apple Valley Fire District	Special District
(10) City of Redlands	City
(11) City of Big Bear	City
(12) Big Bear Municipal Water District	Special District
(13) Big Bear Fire Authority	Special District
(14) Bear Valley Community Health District	Special District
(15) Big Bear City Community Services District	Special District
(16) City of Loma Linda	City
(17) City of Highland	City
(18) City of Montclair	City
(19) City of Twentynine Palms	City

B.2.2 Work Plan and Schedule: The Contractor shall develop a detailed project work plan (Work Plan) and schedule, reflecting all tasks, meetings, major milestones, and key deadlines. The schedule must ensure the updated MJHMP and its Annexes are completed, reviewed, adopted, and submitted to FEMA before expiration of the current plan or grant performance period. The Work Plan shall incorporate time for FEMA/Cal OES reviews and revisions. Regular Hazard Mitigation Planning Team meetings (e.g., monthly or bi-monthly) will be scheduled to track progress. The entire Hazard Mitigation Planning Team will attend the kickoff meeting and regular status meetings (at least quarterly) to ensure timelines are met.

B.2.3 Stakeholder Identification: The Contractor, in partnership with and as approved by OES, will identify and invite additional stakeholders to participate in the process. This includes but is not limited to neighboring counties, tribal governments in the region, relevant state and federal agencies (fire, water, transportation, etc.), local school districts or special districts, and community organizations (e.g., Red Cross, non-governmental organizations focused on vulnerable populations). Stakeholders may serve on the Hazard Mitigation Planning Team or be engaged at key points for input.

B.2.4 Participant List and Agreements: The Contractor shall confirm the list of Participants that have elected to participate in the MJHMP update. The County shall prepare, negotiate, and execute all Participant agreements or assurances. The Contractor shall track the status of the Participant agreements provided to it by the County, maintain a complete file of the fully executed agreements, verify that no work on any Participant's Annex or Local Mitigation Plan update begins until the County confirms execution of that Participant's agreement, and provide the County with copies of all executed agreements upon request.

B.2.5 Communication and Reporting: The Contractor and the OES project lead will serve as the central point of contact for all project communications and shall implement communication protocols for efficient information sharing among the Hazard Mitigation Planning Team. The Contractor must provide monthly written progress reports to the OES Planning Team, outlining work completed, upcoming activities, any issues or delays, and budget status. Progress calls/meetings with the OES Planning Team will occur at least monthly (or as required by the County). Additionally, the Contractor will document all major meetings (agendas, participants, minutes) and decisions throughout the project for inclusion in the MJHMP's appendix and for grant reporting compliance.

Deliverables (B.2): Kickoff meeting agenda and minutes; Project Work Plan and schedule; Contact list of Hazard Mitigation Planning Team and stakeholders; Copies of executed Participant

agreements; Monthly progress reports; and Documentation of all Hazard Mitigation Planning Team meetings.

B.3 Hazard Identification, Data Collection, and Analysis

The Contractor will identify and profile all relevant hazards affecting the County and each Participant and collect comprehensive data to support the risk assessment.

B.3.1 Define Planning Area and Hazard List: The Contractor shall review the current County MJHMP (and each Participants' current or previous LHMPs) and determine the planning area boundaries and County/Participants' coverage. Using the prior LHMP's hazard list as a baseline, the Contractor will update and prepare the list of natural and human-caused hazards that could impact any part of the planning area. All FEMA-identified hazard categories for California should be considered (e.g., wildfire, earthquake, flood, drought, extreme heat, severe weather, landslide, dam failure, etc.), and emerging hazards (such as pandemic or climate-related hazards) may be included if pertinent. Recent disaster declarations and the California State Hazard Mitigation Plan (2023) will be consulted to ensure no relevant hazard is omitted. New hazards or hazards previously considered low risk may be added if data indicates they pose a growing threat.

B.3.2 Data Collection for Hazard Profiles: For each identified hazard, the Contractor will gather current data on hazard characteristics and historical occurrences. This includes location/extents (geographic areas affected), severity/intensity measures, frequency/probability of occurrence, and notable past events and losses. Data sources will include federal and state agencies, such as the United States Geological Survey for earthquakes, Cal Fire for wildfire history, National Oceanic and Atmospheric Administration for weather events, and the Army Corps/FEMA for flood data. The Contractor will also utilize County and Participant records of past disasters, relevant scientific studies or maps, and after-action reports from previous real-world events and exercises. For each hazard, the Contractor will develop a hazard profile that describes its causes and the observed and potential impacts within the County and will cite all sources used.

B.3.3 Review of Plans and Studies: The Contractor shall collect and review existing relevant plans, reports, and technical studies from the County and each Participant to integrate information and avoid duplicative efforts. This includes (but is not limited to) general plans and safety elements, Emergency Operations Plans, community wildfire protection plans, floodplain management plans, stormwater master plans, climate action plans, and capital improvement plans. These documents will be evaluated for information on hazard mapping, critical facilities, demographic trends, land use and development patterns, and existing mitigation measures. Findings will inform the hazard profiles and the capability assessment in 3.5 of this section (B.3).

B.3.4 Geographic Information Systems (GIS) Mapping: The Contractor will utilize GIS to map the spatial extent of each hazard in the planning area. This includes developing or obtaining digital hazard layers (such as FEMA floodplain maps, fault lines, fire hazard severity zones, landslide susceptibility, etc.). Where available, the Contractor should use the latest GIS data from County departments or state sources (e.g., Cal OES MyHazards, Cal-Adapt for climate projections, etc.). If needed, create new maps illustrating areas at risk for each hazard, as well as composite maps for multi-hazard overlap. Maps should be prepared for inclusion in the MJHMP (with appropriate legends, scales) and provided in GIS format to the County.

B.3.5 Capability Assessment: The Contractor shall assess the existing capabilities of the County and each Participant to mitigate and manage hazards. This involves compiling information on current local plans, policies, codes, and programs relevant to hazard mitigation. For example: building codes and enforcement, zoning ordinances, floodplain management and participation in National Flood Insurance Program, fire safe regulations, emergency warning systems, public outreach programs, critical infrastructure protection measures, and past mitigation projects. Each Participant's capability assessment will identify strengths, limitations, and any changes since the last plan. The MJHMP update will be aligned with these capabilities and note opportunities to strengthen them.

B.3.6 Future Development and Climate Considerations: The Contractor will gather data on current and projected development trends in hazard-prone areas (e.g., new housing in wildland-urban interface, infrastructure in floodplains) to inform how vulnerability may change. In addition, consistent with FEMA and state guidance, the Contractor will integrate future climate change projections into hazard identification. For relevant hazards (such as wildfire, flooding, extreme heat, drought, etc.), the Contractor shall summarize how climate change could alter their frequency or severity over the plan's timeframe. The Contractor shall also utilize resources like Cal-Adapt and the California Fourth Climate Assessment for localized projections. This forward-looking approach will set the stage for developing long-term mitigation strategies.

Deliverables (B.3): Updated list of hazards to be addressed (with justification for inclusion/exclusion); Hazard profile write-ups for each hazard (to be incorporated in plan chapters); Compiled dataset of hazard events and impacts (tables, charts); GIS maps for each hazard and composite risk maps; Summary of relevant plans/policies reviewed; and Capability assessment summary for each Participant.

B.4 Risk and Vulnerability Assessment

The Contractor will conduct a comprehensive risk and vulnerability assessment for the County and each Participant, based on the hazards identified. This assessment will quantify the potential impacts of hazards on the people, economy, and built environment, including differential impacts on vulnerable populations.

B.4.1 Asset Inventory: The Contractor shall develop an inventory of key assets exposed to hazards for the County and each Participant. This includes population (with demographic details), residential and commercial buildings, critical facilities (e.g., hospitals, fire stations, Emergency Operations Centers, schools), infrastructure systems (transportation, utilities), and high-value or vulnerable resources (historic properties, hazardous material sites, etc.). For the County and each Participant, relevant asset data (counts, locations, values) will be compiled. The County will assist in providing available datasets (parcel data, critical infrastructure lists, etc.). This inventory forms the baseline for analyzing exposure and potential losses.

B.4.2 Exposure Analysis: Using the GIS hazard layers and asset inventory, the Contractor shall determine the exposure of assets to each hazard. For the County and each Participant, the Contractor shall identify the assets (e.g., number of structures, population count) located within the hazard areas (such as flood zones, wildfire severity zones, seismic shaking zones, etc.). Results will be summarized in tables or maps (e.g., "X number of critical facilities and Y residents are located in 100-year floodplains in City A"). Particular attention will be given to any repetitive loss properties and critical infrastructure in high-risk zones, in line with FEMA requirements to address National Flood Insurance Program insured losses.

- B.4.3 Loss Estimation (HAZUS and other tools):** The Contractor shall estimate the potential impacts and losses from hazard events. This includes both quantitative loss estimates (where possible) and qualitative descriptions of impacts. The Contractor will utilize HAZUS (FEMA's geographic information system-based natural hazard analysis tool) or equivalent loss estimation models for applicable hazards (e.g., earthquake, flood, hurricane wind). At a minimum, a level 2 HAZUS analysis (incorporating local data for improved accuracy) shall be performed for at least one major hazard (such as a scenario earthquake affecting the region). This will produce estimated damages to buildings, casualties, and economic losses. For other hazards without HAZUS models (wildfire, drought, etc.), the Contractor will use best available data and methodologies – such as FEMA's National Risk Index, historical loss data, or academic studies – to estimate potential impacts. All assumptions and methods must be documented. The output of this sub-task will be a set of impact estimates for each hazard by jurisdiction (e.g., annualized loss estimates, worst-case scenario impacts).
- B.4.4 Vulnerability Analysis:** Building upon the exposure and loss analysis, the Contractor shall assess vulnerabilities – i.e., how susceptible the County and each Participant is to the identified hazards. This involves evaluating which areas and populations are most likely to suffer harm. The Contractor shall analyze demographic and socio-economic data (such as Census, American Community Survey, Center for Disease and Control, Social Vulnerability Index data) to identify disadvantaged or high-vulnerability communities in the County. Then, the Contractor shall overlay hazard exposure to determine where vulnerable populations and hazards intersect and provide an analysis of this data. The Contractor's analysis shall highlight any inequities (e.g., lower-income neighborhoods facing higher flood risk). Additionally, the Contractor will consider the vulnerability of critical services and infrastructure (e.g., the ability of healthcare facilities to operate during disasters, or the impact if a key highway is damaged by landslides). Climate change implications will also be factored in – for instance, identifying future increased flood risk in certain neighborhoods. The vulnerability findings should be presented clearly (maps, narrative, and charts) and will directly inform the development of tailored mitigation actions in Section B.6.
- B.4.5 Risk Summary for Each Participant:** The Contractor shall prepare a concise risk profile for the County and for each Participant (to be included in its Annex). Each profile will summarize major hazards of concern for that jurisdiction (ranked by risk level high/medium/low); significant past events; key vulnerabilities (including most affected neighborhoods or critical facilities); and estimated potential losses. This serves to give the County and each Participant a standalone understanding of its risk, while also contributing to the regional picture. The Contractor shall involve local officials in reviewing these findings to ensure accuracy and completeness.
- B.4.6 Documentation:** The Contractor shall document all findings from the risk assessment in the MJHMP. The narrative will describe the methodology and data used (meeting FEMA's requirement for a transparent risk analysis process) and present the results in an accessible manner. The use of maps, graphs, and infographics is encouraged to effectively communicate risks to stakeholders and the public. The Contractor shall also include a discussion of future conditions, noting how risk levels might change over the next 5-10 years due to development or climate trends, thereby establishing a basis for long-term mitigation planning (including explicit climate change considerations in hazard profiles and vulnerability).

Deliverables (B.4): Comprehensive risk and vulnerability assessment section of the MJHMP (for the base plan and jurisdiction-specific Annex data); GIS data and analysis files (e.g., HAZUS input/output, maps of exposure); Tables summarizing asset exposure and loss estimates by hazard and jurisdiction; Figures illustrating vulnerabilities; and Review meeting materials (slides or handouts explaining risk results to Hazard Mitigation Planning Team).

B.5 Mitigation Strategy Development

The Contractor shall facilitate the update and development of the mitigation strategy for the County and each Participant. This includes updating mitigation goals, assessing progress on previous actions, and formulating a comprehensive list of new mitigation actions/projects to reduce risk.

B.5.1 Review and Update Mitigation Goals and Objectives: The Contractor shall work with the County OES Planning Team to review the existing mitigation goals and objectives from the current County LHMP and any local LHMP plans/Annexes. These goals (broad guiding principles for risk reduction) will be updated as needed to reflect current priorities, including emphasis on resilience to climate change, equity, and protection of life, property, and the environment. The Contractor shall ensure consistency of goals across jurisdictions while allowing for any unique local objectives. Relevant goals from other plans (such as general plan safety goals or the California State Hazard Mitigation Plan (2023)) may be integrated to ensure alignment.

(Deliverable: a set of agreed-upon updated goal statements to include in the MJHMP.)

B.5.2 Evaluate Past Mitigation Actions: For each Participant, the Contractor will compile a list of mitigation actions/projects from the previous (current) plan and determine the status of each (completed, in progress, deferred, or not started). The Contractor will gather input from County and Participant officials on accomplishments since the last plan, including any implemented projects (e.g., infrastructure improvements, outreach campaigns, new policies) that resulted from the MJHMP. The Contractor shall highlight success stories to demonstrate progress and shall document each action's status (this fulfills FEMA's requirement to assess the MJHMP implementation to date). The Contractor will evaluate any actions not completed and, if an action is still relevant, it may be carried into the new plan (with revised scope or timeline, as needed) or, if obsolete, it will be dropped or replaced.

B.5.3 Identify Mitigation Actions: Based on the updated risk assessment (B.4) and input from the Hazard Mitigation Planning Team and the public, the Contractor shall lead a process to identify a comprehensive range of new mitigation actions. Actions should address all major hazards and aim to reduce vulnerabilities identified. The Contractor will ensure a "whole community" approach, considering structural projects (e.g., seismic retrofits, flood control structures), non-structural measures (policy or code changes, land use planning, forest management), natural systems protection (fuels management, green infrastructure for stormwater), and education/outreach programs. The Contractor shall ensure that each Participant has specific actions in its Annex targeting its local risks, and the County has actions for unincorporated areas or countywide initiatives. Integration of climate adaptation is required – e.g., actions might include establishing cooling centers for heatwaves, expanding defensible space programs for wildfire, or upgrading stormwater systems for intense rainfall. Equity considerations are also required – e.g., actions that prioritize assistance to high-vulnerability populations or historically underserved neighborhoods (such as flood protections in disadvantaged communities). The Contractor should reference FEMA's

Mitigation Ideas (January 2013) guidance and similar resources for ideas, but tailor actions to local conditions.

B.5.4 Action Prioritization: Once a list of potential mitigation actions is developed, the Contractor shall facilitate a methodical prioritization process in collaboration with the Hazard Mitigation Planning Team. The process must indicate how actions were evaluated and prioritized (per FEMA guidance). The Contractor will develop criteria to score and rank actions – commonly using STAPLEE (Social, Technical, Administrative, Political, Legal, Economic, Environmental) or a similar multi-criteria analysis. Criteria will include consideration of cost-effectiveness, feasibility, benefits (especially life safety), alignment with community priorities, and funding availability. The Contractor will apply the agreed criteria to each action, with input from each Participant for its actions. The result will be a categorized list of high, medium, and low priority actions (or an equivalent ranking) for each Participant and the County. This process will be documented in the MJHMP to show a rational basis for the strategy.

B.5.5 Mitigation Action Plan (Implementation Strategy): For each high and medium priority action, and any other key actions, the Contractor shall develop an implementation plan entry. This includes detailing: the lead agency/department responsible for the action, an estimated timeline for implementation (short-term, long-term, ongoing, or specific target dates), expected cost and identified funding sources (e.g., potential grants like FEMA Building Resilient Infrastructure and Communities or Hazard Mitigation Grant Programs, local budget, etc.), and any interim steps. This fulfills FEMA's requirement for an implementation schedule. Additionally, any action addressing National Flood Insurance Program compliance (for floodplain management) will be identified as such, and the MJHMP will designate a local National Flood Insurance Program administrator responsible for flood mitigation actions.

B.5.6 Participant-Specific Workshops/Meetings: The Contractor shall plan for and conduct at least one mitigation strategy workshop or meeting with the Hazard Mitigation Planning Team (and possibly separate sessions with individual or groups of Participants, if needed) to brainstorm actions and refine the strategy. Stakeholders and public input on potential actions will be solicited as well (this could occur in a public workshop under B.6 or via surveys). The Contractor shall incorporate feedback to ensure the selected actions have community support and political buy-in. The Contractor shall coordinate a community-wide workshop to present the draft mitigation strategy and receive input from the public and stakeholders.

B.5.7 Documentation: The Contractor shall ensure the outcome of B.5 will be a mitigation strategy section in the MJHMP and corresponding action tables in each Annex. The narrative will include the updated goals, a summary of the process used to develop the new actions (including how the risk assessment and public input influenced the choices), and the prioritized list of actions with implementation details for each jurisdiction. The strategy should clearly link back to the identified risks and vulnerabilities (showing that each high risk has at least one corresponding mitigation action).

Deliverables (B.5): Mitigation strategy chapter draft (goals and narrative of the process); Tables of past action status for each jurisdiction; List of new mitigation actions (by jurisdiction and multi-jurisdictional if any) with prioritization scoring; Implementation action plan details (responsible party, timeline, funding) for each action; Materials from workshops (agenda, sign-ins, presentation slides, etc.); and Summary of stakeholder/public feedback on proposed actions.

B.6 Plan Development and Drafting

The Contractor will compile all information from previous tasks into a well-organized MJHMP, complete with Annexes, ensuring it meets FEMA/Cal OES content requirements and is ready for review by stakeholders, the County, and each Participant's governing body, Cal OES, and FEMA.

B.6.1 Plan Organization: The Contractor shall structure the MJHMP to include all required components in accordance with FEMA's Local Mitigation Planning Handbook (2023) and Local Mitigation Planning Policy Guide (2025). The MJHMP will likely include: an Executive Summary; an Introduction (purpose, authority, community profile); a Planning Process chapter (how the MJHMP was prepared, who was involved, meetings held, public engagement efforts); a Risk Assessment chapter (hazard profiles and vulnerability analysis) covering the entire planning area; a Mitigation Strategy chapter (goals and action plan); a Plan Maintenance chapter (how the MJHMP will be monitored, evaluated, updated, and incorporated into other plans); and Annexes for each Participant (and any additional appendices as needed, such as the MJHMP review tools, public survey results, etc.). The Contractor shall prepare an outline and attain County concurrence to ensure all sections are covered.

B.6.2 Write Draft Plan (Administrative Draft): The Contractor shall draft the MJHMP text, incorporating the data and outcomes from B.3, B.4, and B.5. The writing should be clear and concise, suitable for both technical reviewers and the general public. All required content must be included. This includes detailed documentation of the planning process (who was involved and how, meeting dates, summary of outreach, etc.), the hazard and risk findings, and the mitigation strategy (with action tables). The Contractor must also include a Plan Maintenance section, describing how the County and the Participants will implement the MJHMP, track progress, and update MJHMP in the next cycle. This section should detail an annual review process, continued public involvement, and incorporation into other planning mechanisms (it is common to include a table assigning responsibility for monitoring actions and a schedule for future meetings).

B.6.3 Participant Annexes: For each Participant, the Contractor shall create an LHMP Annex that can stand on its own as that Participant's local hazard mitigation plan section. The Participant will collaborate with the Contractor on their respective LHMP Annex, and the Participants are to write their own LHMP Annex based on the Annex template prepared by the Contractor. Each Annex will typically include: a brief community profile (location, population, geography, city map, history, economy description, and housing, development trends, and land use), planning process, mitigation actions/updates, hazard identification and risk assessment, community rating system, capabilities assessment, mitigation strategies, plan implementation and maintenance process, and incorporation into existing planning mechanisms, and continued public involvement, a summary of the Participant's specific hazard risk (from B.4 results, focusing on differences or highlights relative to the countywide risk), capability assessment summary, status of that Participant's prior mitigation actions, and the new mitigation action plan (list of actions with details) for that Participant. The Annex must also indicate that the Participant took part in the planning process and has officially adopted their respective LHMP. The Contractor will ensure each Annex addresses all FEMA and state requirements for local plans, either within the Annex itself or by reference to the base plan (this will be cross-checked with the Annex Review Tool criteria).

B.6.4 Internal Review (Planning Team): The Contractor shall deliver an administrative draft MJHMP to County OES and the Hazard Mitigation Planning Team members for initial review and comment. This includes distributing the draft Annex sections

to the respective Participants for their review to verify accuracy (especially of community-specific information like capabilities and action plans). The Contractor will facilitate an internal review meeting or conference call to gather consolidated feedback. Any revisions suggested by the County or Participants will be incorporated into the next draft. This step ensures buy-in and accuracy before the MJHMP is released to the general public.

B.6.5 Public Review Draft: After internal revisions, the Contractor shall prepare a Public Review Draft MJHMP and Annex. The Public Review Draft must be complete and formatted, with any preliminary items (table of contents, acronyms, executive summary, etc.). The Contractor shall coordinate with the County and the Participants to post the draft on appropriate websites for public viewing. The Contractor will make physical copies available at certain County public offices (e.g., OES), as required. The Contractor will also assist in issuing public notices (press release, social media, etc.) announcing the draft availability and inviting comments (see B.5 for outreach details). The public review period will be a minimum of 30 days. During this period, the Contractor shall collect public feedback submitted (via online comment form, email, or written submissions).

B.6.6 Approval Draft (Cal OES Submission): Following the public comment period, the Contractor shall address relevant comments and produce an Approval Draft of the MJHMP. This version is intended for submission by the County to Cal OES and FEMA for official review. The Contractor shall ensure all necessary components (planning process documentation, maps, appendices, etc.) are attached. In particular, the Contractor shall include (as appendices or separate submittals) the completed FEMA Plan Review Tool, demonstrating how the MJHMP meets each required element, and the Annex Review Tool, documenting compliance for each Participant. The Approval Draft will then be delivered to the County for transmittal to Cal OES. The Contractor may assist the County in filling out any transmittal forms or cover letters required by Cal OES.

Deliverables (B.6): Administrative Draft MJHMP (electronic format) for internal review; Public Review Draft MJHMP (clean version for public posting); Copies of public notice materials (web announcements, press release, etc.); Summary of public comments received; Revised Approval Draft MJHMP ready for submission; and Completed FEMA/Cal OES Plan Review Tool and Annex Review Tool (as attachments).

B.7 Public Engagement and Outreach

Public and stakeholder participation is a vital component of the MJHMP update. The Contractor shall execute a comprehensive outreach and engagement strategy to ensure the planning process is inclusive, transparent, and incorporates community input.

B.7.1 Outreach Strategy Development: Early in the project (concurrent with Section B.2), the Contractor shall develop a public outreach strategy in coordination with County OES and shall assist each Participant with developing public outreach strategy plans for their respective Annexes. This strategy will detail how and when the public and interested stakeholders will be informed and invited to participate. It should include a mix of in-person and online engagement activities and specify methods to reach diverse populations (considering language, age, disability, and access to technology). The strategy must ensure an equitable and inclusive process, so that vulnerable and underserved communities have opportunities to provide input. The Contractor shall leverage County and Participant communication channels (websites, social media, local news, community groups) to publicize events and project updates.

B.7.2 Project Webpage: The Contractor shall assist County OES's Media Specialist in setting up a project webpage (either on the County's site or a dedicated project site) which will serve as an information hub. This page will contain background on the MJHMP, announce County and Participant meetings, host draft documents, and provide a way for the public to submit comments. Regular updates will be posted as milestones are reached. The Contractor shall ensure that all online content meets accessibility standards (e.g., Americans with Disabilities Act compliant) and consider providing key information in Spanish and other prevalent languages for the County and Participants.

B.7.3 Project Workshops/Meetings: The Contractor shall plan and facilitate a series of public workshops at key points in the planning process. At a minimum, the following public meetings are required (with the exact number and timing to be finalized in the outreach strategy):

- **Initial Public Meeting:** Early in the process, after hazard data gathering, to introduce the project, explain the purpose of hazard mitigation planning, and solicit input on local hazard concerns, past experiences, and ideas for mitigating risks. This helps gather anecdotal information and gauge public priorities.

- **Mid-Term Public Workshop:** During the risk assessment and strategy development phase, to present preliminary findings (hazard risks and vulnerabilities) and potential mitigation actions. Attendees can provide feedback on the risk analysis (e.g., "did we miss anything?") and weigh in on which mitigation measures they support or suggest.

- **Draft Plan Public Meeting:** When the Public Review Draft MJHMP is released (6.4 of Section B.6), hold a meeting or open house to summarize the draft plan's key elements and encourage public review and comments. This shall be combined with one of the formal adoption hearings (County Board of Supervisors meeting).

These meetings should be scheduled in different parts of the County or via virtual format to maximize reach. At least 3 public workshops (beginning, middle, end) are anticipated. The Contractor, with the aid of the County OES Planning Team, will handle meeting logistics (venue coordination, notices, presentation materials, facilitation, and documentation of input). Translation services and accommodation (e.g., for people with disabilities) will be provided as needed to ensure broad participation.

B.7.4 Stakeholder Outreach: In addition to general public meetings, the Contractor shall conduct outreach to specific stakeholders and subject-matter experts. This may include hosting focus group discussions or interviews with entities such as major employers, healthcare providers, school districts, transportation agencies, and community organizations representing vulnerable populations. The purpose is to gather detailed insights on hazard impacts and potential mitigation activities in specific sectors. The Contractor will also coordinate with neighboring counties or regional agencies (e.g., Southern California Association of Governments, adjacent county OES's, etc.) to share information, as disasters often cross jurisdictions. All stakeholder input will be recorded and considered in the MJHMP development.

B.7.5 Surveys and Online Engagement: The Contractor shall develop and deploy an online survey (and/or hardcopy survey) to gather broader community input on hazards and mitigation ideas. The survey will be advertised through the project

webpage, County newsletters, social media, etc. Survey results will be analyzed and summarized in the MJHMP. Additionally, the Contractor shall use online tools (such as interactive maps or ideation boards) if appropriate to collect public feedback conveniently. All electronic engagement will be open for a specified period and then incorporated into the planning process. Templates of the survey or a link to a survey will be provided to each Participant to post on its own website.

B.7.6 Continuous Communication: Throughout the project, the Contractor will assist the County OES Planning Team in issuing periodic updates to the public. This could include press releases at major milestones (project initiation, draft release, etc.), social media posts about interesting findings or upcoming events, and email blasts to interested parties. The aim is to maintain public awareness and invite ongoing input. The Contractor shall maintain an email distribution list of Participants and interested residents for such updates.

B.7.7 Documentation of Outreach: The Contractor shall comprehensively document all outreach activities for the County and assist the Participants in tracking their outreach performed for their Annexes. For each public meeting or workshop performed for the County portion of the MJHMP: prepare sign-in sheets, agendas, presentation slides, photographs if possible, and detailed notes on feedback received. For surveys: document the questions and provide a summary of results (with number of respondents). For any online comments or emails: log them and the response or how they were addressed. This documentation will be included in an appendix of the MJHMP to demonstrate compliance with public involvement requirements and to show how public input influenced the MJHMP. Provide templates to the Participants for sign-in sheets, agendas, presentation slides, feedback forms, and surveys.

Deliverables (B.7): The Contractor shall prepare an outreach strategy document; Content for project webpage (and updates); Copies of all public notices/announcements; Survey instrument and summary of responses; Materials for each public workshop (flyers, presentations, handouts, etc.); Meeting minutes or summary reports of public and stakeholder meetings; and Appendices in the MJHMP containing outreach documentation (sign-in sheets, comments matrix, etc.).

B.8 Plan Review, Approval, and Adoption

The final task encompasses the steps needed to obtain official approvals and adoptions of the MJHMP by the necessary agencies and governing bodies, culminating in an approved 2027 MJHMP for the County and the Participants.

B.8.1 Cal OES and FEMA Review Coordination: The Contractor shall coordinate the submission of the Approval Draft MJHMP (6.6) to Cal OES for review. The County will be the official submitter, but the Contractor shall prepare the submittal package, including the draft MJHMP and required FEMA/Cal OES checklists (FEMA's Local Hazard Mitigation Plan Review Tool and Annex Review Tool). The Contractor shall track the review progress and promptly address any requests for information or clarifications from Cal OES and/or FEMA. Typically, Cal OES will perform an initial review and then forward to FEMA Region IX. The Contractor shall anticipate and will be ready to make revisions to the MJHMP based on Cal OES or FEMA feedback. This may involve editing document sections, providing additional analysis or information, and resubmitting corrected versions. The Contractor will continue this iteration until FEMA and Cal OES indicate the MJHMP is "Approvable Pending Adoption." The Contractor shall document and compile all compliance review comments and responses.

B.8.2 Local Adoption by County and Participants: Upon receiving an APA status from FEMA and Cal OES, the MJHMP must be formally adopted by the County Board

of Supervisors and each Participant's governing body. The Contractor will support the adoption process in several ways:

- Provide template resolutions for adoption that meet FEMA requirements (including referencing the MJHMP title and confirming commitment to implementation).
- Prepare briefing materials or presentation slides summarizing the MJHMP for use at adoption meetings (highlighting key points such as identified risks and high-priority actions for that Participant).
- Attend County adoption meetings as requested by the County – e.g., one County Board of Supervisors meeting, one Disaster Council meeting, and any Participant meeting that require Contractor presence. At these meetings, the Contractor may present the MJHMP, answer questions from elected officials or the public, and otherwise support the County in the adoption of the MJHMP. (The specific number of meetings and format can be adjusted based on need; virtual attendance may be acceptable in some cases.) Participants may request guidance via email related to adoption or request virtual meetings prior to their governing bodies' adoption of their respective LHMP.
- Coordinate scheduling so that all Participants adopt within a short timeframe. The goal is to have all necessary adoption resolutions passed and collected within three months of the Approvable Pending Adoption notice.
- The Contractor shall be proactive in communicating with each Participant to ensure the MJHMP is placed on council agendas and moves through the approval process.

B.8.3 Final Plan Production: After all Participants have adopted the MJHMP by resolution, the Contractor shall compile final MJHMP copies. This includes inserting copies of all signed adoption resolutions into an appendix of the MJHMP. The Contractor will then submit the adopted MJHMP to FEMA (via Cal OES) for a final approval. FEMA will issue a formal approval letter stating the MJHMP meets requirements for the County and all Participants. The Contractor shall ensure the final package to FEMA is complete and assist in any last steps needed to secure the approval letter.

B.8.4 Distribution and Integration: Once FEMA approval is obtained, the Contractor shall:

- Provide OES with electronic copies of the final approved MJHMP (PDF and source document format). A limited number of hard copies (binders) may also be requested – the Contractor shall print and deliver up to 25 copies (e.g., for each Participant and the County).
- Ensure the final MJHMP is Americans with Disabilities Act compliant for posting online (PDF with tags, etc.) and coordinate with the County to post it on the project/County website.
- Deliver to each Participant their Annex (and the entire MJHMP) for local use. Encourage Participants to integrate relevant parts into other community plans. In California, jurisdictions are encouraged to incorporate their hazard mitigation plan into the safety element of their general plan

(per AB 2140); while this task does not include doing that integration, the final MJHMP should be provided in a format useful for that purpose.

- Provide the County with any GIS data, databases, and supporting documentation developed during the project (for its future use in tracking risk or for the next MJHMP update).

B.8.5 Project Closeout: The Contractor shall assist the County with any required grant closeout documentation if this project is grant-funded. This may include contributing information to final progress reports or answering questions for grant auditors regarding the completion of deliverables. The Contractor shall ensure all invoices are submitted and any other contractual obligations are fulfilled. Additionally, the Contractor will prepare a brief After-Action Report or summary for the County highlighting lessons learned and recommendations for maintaining momentum on mitigation action implementation over the next cycle (optional, but beneficial for the County's MJHMP maintenance).

Deliverables (B.8): Approval Pending Adoption Draft with comment matrix (if applicable); Presentation materials for elected bodies; Template adoption resolutions; Copies of executed adoption resolutions from County and each Participant; Final FEMA-approved MJHMP (in PDF and MS Word format) including all Annexes and appendices; FEMA approval letter; All project files (data, GIS, etc.) delivered to County; and Grant closeout report inputs, as needed.

B.9 ADDITIONAL REQUIREMENTS

The Contractor shall abide by the following additional requirements for the duration of the Contract:

B.9.1 Timeline: The Contractor shall complete all tasks and deliverables within an 18-month timeframe (estimated), starting from the authorization and notice to proceed provided by the County. An anticipated schedule will be agreed upon in the Work Plan (B.2), with key milestones such as draft completion, review periods, and adoption dates clearly delineated. Time is of the essence; the Contractor shall devote adequate resources to meet the schedule. Extensions will only be granted for significant cause (e.g., FEMA review delays) and with written approval by the County.

B.9.2 Quality of Work: All work products must be of professional quality, suitable for public review and meeting regulatory scrutiny. The MJHMP and Annexes should be well-written (clear, concise, and free of jargon), logically organized, and with proper grammar and formatting. Data presented must be accurate and sources documented. The County expects a turnkey deliverable – an MJHMP that will earn state and FEMA approval without significant rework. The Contractor is responsible for thorough quality control (internal review) to ensure compliance with every FEMA requirement before submission. The Contractor shall use the FEMA Local Hazard Mitigation Plan Review Tool and Annex Review Tool for quality assurance.

B.9.3 Regulatory Compliance: The Contractor shall comply with all applicable federal, state, and local laws and regulations in performing this scope of work. This includes adherence to 44 CFR Part 201.6 (mitigation planning regulations) and any Cal OES guidelines for local mitigation plans. It also includes compliance with federal civil rights laws in public participation (ensuring no exclusion of participants on grounds of race, color, national origin, disability, etc.), compliance with California open meeting laws as applicable (such as the Brown Act for any public meetings noticed by government bodies), and compliance with the terms of the federal grant funding (e.g., record-keeping as per 2 CFR Part 200). The Contractor must possess or obtain any necessary licenses and insurance,

maintain insurance coverages (liability, errors, and omissions, etc.), and defend and indemnify the County against any claims arising from Contractor's performance, as provided for in Section G of this Contract.

B.9.4 County and Participant Support: OES will assist the Contractor by providing available background information (past plans, GIS data), facilitating contacts with Participants, and arranging meeting venues or virtual meeting platforms as needed. Participants will also designate a point of contact to work with the Contractor and will provide data and feedback in a timely manner. However, the primary responsibility for data gathering, analysis, writing, and coordination lies with the Contractor. The Contractor should proactively request any needed information and follow up to keep the project on track.

B.9.5 Performance Monitoring: The County will monitor the Contractor's performance throughout the project, including progress toward established milestones, the quality of draft and final deliverables, and responsiveness to County feedback. If the Contractor fails to perform in accordance with the requirements of this Contract, the County may exercise remedies, including issuing a notice to cure, withholding payment, or terminating the Contract as provided for under Section I of this Contract. Final payment is contingent upon satisfactory completion of all required deliverables and acceptance by the County, including FEMA approval of the MJHMP, where applicable.

By undertaking these responsibilities, the Contractor acknowledges the critical importance of this MJHMP update in safeguarding the County and its communities from hazards. The Contractor's expertise, diligence, and cooperation with all stakeholders will be essential to deliver a legally compliant, high-quality MJHMP that achieves FEMA approval and adoption by 2027, positioning the County and the Participants to reduce risk and build resilience against future disasters.

C. GENERAL CONTRACT REQUIREMENTS

C.1 Recitals

The recitals set forth above are true and correct and incorporated herein by this reference.

C.2 Contract Amendments

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and County.

C.3 Contract Assignability

Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.

C.4 Contract Exclusivity

This is not an exclusive Contract. The County reserves the right to enter into a contract with other contractors for the same or similar services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Contract.

C.5 Attorney's Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney's fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney's fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

C.6 Background Checks for Contractor Personnel

Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the County and not in violation of applicable law, Contractor shall conduct a background check, at Contractor's sole expense, on all its personnel providing Services. If requested by the County, Contractor shall provide the results of the background check of each to the County. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Contractor personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Contract personnel to any County facility.

C.7 Change of Address

Contractor shall notify the County, in writing, of any change in mailing address within ten (10) business days of the change.

C.8 Choice of Law

This Contract shall be governed by and construed according to the laws of the State of California.

C.9 Compliance with County Policy

In performing the Services and while at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.

County shall have the right to require Contractor's employees, agents, representatives, and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

C.10 Confidentiality

Contractor shall protect from unauthorized use or disclosure the names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any purpose other than carrying out the Contractor's obligations under this Contract, except as may otherwise be required by law. This provision will remain in force even after the termination of the Contract.

C.11 Primary Point of Contact

Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

C.12 County Representative

The County OES Director of Emergency Management or his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services by Contractor. If this contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract, unless otherwise delegated.

C.13 Damage to County Property

Contractor shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings, or grounds caused by the willful or negligent acts of Contractor or its employees or agents. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County, as determined at the County's sole discretion.

C.14 Debarment and Suspension

Contractor certifies that neither it nor its principals or subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

C.15 Drug and Alcohol Free Workplace

In recognition of individual rights to work in a safe, healthful, and productive workplace, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

- C.15.1** Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
- C.15.2** Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
- C.15.3** Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful, and productive workplace and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

C.16 Duration of Terms

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

C.17 Employment Discrimination

During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable federal, state and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

C.18 Environmental Requirements

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the county in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractor must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

C.19 Improper Influence

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

C.20 Improper Consideration

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee, or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee, or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension, or evaluation process once a contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee, or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

C.21 Informal Dispute Resolution

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question, or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

C.22 Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

C.23 Licenses, Permits and/or Certifications

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of federal, state, County, and municipal laws, ordinances, rules, and regulations. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

C.24 Material Misstatement/Misrepresentation

If during the course of the administration of this Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

C.25 Mutual Covenants

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing."

C.26 Nondisclosure

Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information, or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

C.27 Notice of Delays

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

C.28 Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for Services (and product, if applicable). All such items shall be delivered to County at the completion of work under the Contract. Unless otherwise directed by County, Contractor may retain copies of such items.

C.29 Reserved

C.30 Air, Water Pollution Control, Safety and Health

Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

C.31 Records

Contractor shall maintain all records and books pertaining to the delivery of Services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Contractor's personnel, consultants, subcontractors, Services/Scope of Work, and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue, and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars which state the administrative requirements, cost principles and other standards for accountancy.

C.32 Relationship of the Parties

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power, or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

C.33 Release of Information

No news releases, advertisements, public announcements, or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the County.

C.34 Representation of the County

In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the San Bernardino County.

C.35 Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

C.36 Subcontracting

Contractor shall obtain County's written consent, which County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the Services to County. At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for

the actions or omissions of its subcontractors under the terms and conditions specified in Section G. All approved subcontractors shall be subject to the provisions of this Contract applicable to Contractor Personnel.

For any subcontractor, Contractor shall:

C.36.1 Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and

C.36.2 Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.

C.36.3 Include in the subcontractor's subcontract substantially similar terms as are provided in Sections B. Contractor Responsibilities, C. General Contract Requirements and G. Insurance and Indemnification.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with County.

C. 37 Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

C.38 Termination for Convenience

The County reserves the right to terminate the Contract, for its convenience, with or without cause, with a thirty (30) day written notice of termination. Such termination may include all or part of the Services described herein. Upon such termination, payment will be made to the Contractor for Services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue Services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

C.39 Time of the Essence

Time is of the essence in performance of this Contract and of each of its provisions.

C.40 Venue

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

C.41 Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private

gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

C.42 Former County Administrative Officials

Contractor agrees to provide, or has already provided, information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates, or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

C.43 Disclosure of Criminal and Civil Procedures

The County reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates, or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

C.44 Copyright

County shall have a royalty-free, non-exclusive, and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves

the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge the San Bernardino County as the funding agency and Contractor as the creator of the publication. No such materials, or properties produced in whole or in part under this Contract shall be subject to private use, copyright, or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printer material, and periodicals, assembled pursuant to this Contract must be filed with the County prior to publication. To the extent this Contract is federally funded, Contractor shall provide any information necessary to the County in order to comply with Federal Acquisition Regulation 52.227-15. To the extent applicable, the provisions of Federal Acquisition Regulation 52.227-14 Rights in Data - General shall apply.

C.45 Artwork, Proofs and Negatives

All artwork, proofs, and/or negatives in either print or digital format for anything produced under the terms of this Contract are the property of the County. These items must be returned to the County within ten (10) days, upon written notification to the Contractor. In the event of a failure to return the documents, the County is entitled to pursue any available legal remedies. In addition, the Contractor will be barred from all future solicitations, for a period of at least six (6) months.

C.46 Reserved

C.47 Reserved

C.48 Reserved

C.49 Executive Order N-6-22 Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>), as well as any sanctions imposed under state law (<https://www.dgs.ca.gov/OLS/Ukraine-Russia>). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined that Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. Contractor shall be provided advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the County.

C.50 Reserved

C.51 Certification of Postconsumer Material.

Contractor shall certify the following in writing: (1) The minimum percentage, if not the exact percentage, of postconsumer material in the paper products and printing and writing paper offered or sold to the County. The certification shall be furnished under penalty of perjury in a form and manner determined by the County. The County may waive the certification requirement if the percentage of postconsumer material in the paper products, printing and writing paper, or both can be verified by a product label, catalog, invoice, or a manufacturer or vendor Internet website; and (2) That the paper products and printing and writing paper offered or sold to the County is eligible to be labeled with an unqualified recyclable label as defined in 16 C.F.R. § 260.12 as published January 1, 2013, which is hereby incorporated by reference.

C.52 Reserved

C.53 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (FAR 52.203-18).

In compliance with Federal Acquisition Regulation 52.203-18, Contractor shall not require employees or subcontractors of Contractor seeking to report waste, fraud, or abuse, to sign internal confidentiality agreements or statement prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information. To the extent Contractor has required employees or subcontractors to sign internal confidentiality agreements or statements in the past, Contractor shall notify current employees and subcontractors that those prohibitions and restrictions are no longer in effect. Contractor shall include this clause in all subcontracts.

C.54 Use of Biobased Products (FAR 52.223-1)

Contractor certifies that to the extent biobased products are purchased using Contract funds, Contractor shall comply with Federal Acquisition Regulation 52.223-1.

C.55 Service Contract Labor Standards (FAR 52.222-52, 52.222-53, 22.1003-4)

To the extent applicable, Contractor agrees to comply with and to provide any information necessary for the County to comply with Federal Acquisition Regulations 52.222-52, 52.222-53, and 22.1003-4.

C.56 Federal Contracting Provisions

This Agreement is federally funded and subject to the additional terms on Attachment A Federal Contracting Provisions.

D. TERM OF CONTRACT

This Contract is effective as of April 7, 2026 and expires October 7, 2027, but may be terminated earlier in accordance with provisions of this Contract.

E. COUNTY RESPONSIBILITIES

E.1 Oversee the Services provided by the Contractor.

E.2 Communicate in a responsive and responsible manner with the Contractor.

E.3 Assign an OES Contract Representative to serve as a liaison with the Contractor.

F. FISCAL PROVISIONS

F.1 The maximum amount of payment under this Contract shall not exceed \$229,309, of which \$229,309 may be federally funded and shall be subject to availability of other funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's Services and expenses incurred in the performance hereof, including travel and per diem.

F.2 Invoices shall be issued with a net sixty (60) day payment term with the corresponding Purchase Order number stated on the invoice.

F.3 Reserved.

F.4 County is exempt from federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any state or local sales or use taxes on the Services rendered or equipment and/or parts supplied to the County pursuant to the Contract.

F.5 Costs for Services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.

- F.6** Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for Services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.
- F.7** Contractor shall adhere to the County's Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, Contractor is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.

G. INDEMNIFICATION AND INSURANCE REQUIREMENTS

G.1 Indemnification

The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Contractor indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

G.2 Additional Insured

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents, and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

G.3 Waiver of Subrogation Rights

The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors, and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

G.4 Policies Primary and Non-Contributory

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

G.5 Severability of Interests

The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

G.6 Proof of Coverage

The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of Services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of Services hereunder until the completion of such Services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

G.7 Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII."

G.8 Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

G.9 Failure to Procure Coverage

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

G.10 Insurance Review

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

G.11 The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

G.11.1 Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

G.11.2 Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a. Premises operations and mobile equipment.
- b. Products and completed operations.
- c. Broad form property damage (including completed operations).
- d. Explosion, collapse, and underground hazards.
- e. Personal injury.
- f. Contractual liability.
- g. \$2,000,000 general aggregate limit.

G.11.3 Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired, and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract Services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

G.11.4 Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

G.11.5 Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits

or

Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

or

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

G.11.6 Reserved.

G.11.7 **Cyber Liability Insurance** - Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion, and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.

G.11.8 Reserved.

H. RIGHT TO MONITOR AND AUDIT

H.1 The County, state, and federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of Services provided under this Contract. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.

H.2 All records pertaining to Services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under this Contract or until all pending County, state and federal audits are completed, whichever is later.

I. CORRECTION OF PERFORMANCE DEFICIENCIES

I.1 Failure by Contractor to comply with any of the provisions, covenants, requirements, or conditions of this Contract shall be a material breach of this Contract.

I.2 In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- a. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
- b. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
- c. Withhold funds pending duration of the breach; and/or
- d. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item “b” of this paragraph; and/or
- e. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

J. NOTICES

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

*San Bernardino County
Office of Emergency Services
1743 Miro Way, Rialto, CA 92376
and 153 South Lena Road, San Bernardino, CA
92415*

*Synergy Disaster Recovery, LLC
2730 Bristlecone Court
Lafayette, CO 80026*

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

K. ENTIRE AGREEMENT

This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete, and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

L. ELECTRONIC SIGNATURES

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF, or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

IN WITNESS WHEREOF, the San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

►

Dawn Rowe, Chair, Board of Supervisors

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIR OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____
Deputy

Synergy Disaster Recovery, LLC
(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name Bethany Duart
(Print or type name of person signing contract)

Title CEO/President
(Print or Type)

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form ► _____ Grace B. Parsons, Deputy County Counsel Date _____	Reviewed for Contract Compliance ► _____ Date _____	Reviewed/Approved by Department ► _____ Crisanta Gonzalez, Director Date _____
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ATTACHMENT A
FEDERAL CONTRACTING PROVISIONS

Contractor shall comply with the following additional terms:

A. Reserved

B. Reserved

C. Reserved

D. Clean Air Act and the Federal Water Pollution Control Act (42 USC §§ 7401-7671q, 33 USC §§ 1251-1387.)

Clean Air Act

1. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the federal funding source, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.

Federal Water Pollution Control Act

1. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the federal funding source, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.

E. Procurement of Recovered Materials (45 CFR § 75.331)

1. Contractor shall comply with the provisions of section 6002 of the Federal Solid Waste Disposal Act, as amended by the federal Resource conservation and Recovery Act, as the same may be amended, which include (but are not necessarily limited to): procuring only items designated in guidelines of the Environmental Protection Agency at 40 CFR Part 247 (as the same may be amended) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the Environmental Protection Agency guidelines.
2. This provision does not apply if the items cannot be acquired—
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
3. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

4. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

F. Prohibited Telecommunications and Video Surveillance Equipment and Services (2 C.F.R. § 200.216)

Contractor certifies that it will not use contract funds to:

- (1) Procure or obtain covered telecommunications equipment or services;
- (2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

“Covered telecommunications equipment or services” means those equipment and services defined at 2 C.F.R. §200.16(b).

G. Domestic Preference for Procurements (2 C.F.R. § 200.322)

Contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

H. Reserved

I. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 (as amended))

Contractor certifies that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 USC 1352. Contractor shall also disclose to the County any lobbying with non-federal funds that takes place in connection with obtaining any federal award.

[certification continued on next page]

ANTI- LOBBYING CERTIFICATION

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
5. The Contractor, Synergy Disaster Recovery, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Bethany Duart, CEO/President

Name and Title of Contractor's Authorized Official

Date