CONTRACT FOR SPECIAL SERVICES BY
INDEPENDENT CONTRACTOR

THIS CONTRACT is entered into this ____ **day of May, 2012**, by and between the COUNTY OF SAN LUIS OBISPO (hereinafter referred to as "County") and Dudek, a California corporation (hereinafter referred to as "Consultant").

W I T N E S S E T H

WHEREAS, the County of San Luis Obispo has a need for special services in developing a North-East Regional Habitat Conservation Plan/Natural Community Conservation Plan (hereinafter referred to as Conservation Program); and

WHEREAS, Consultant is specially trained, experienced, expert and competent to perform such special services; and

WHEREAS, this Contract contains both lump sum tasks in Section I and time and materials tasks in Section II.

NOW THEREFORE, the parties mutually agree as follows:

I. PREPARING THE NORTH SAN LUIS OBISPO COUNTY CONSERVATION PROGRAM

A. DUTIES OF THE CONSULTANT.

1. The Consultant shall conduct the following tasks and submit the necessary documents in multiple copies in phases as described below: (1) Develop a Planning Agreement, (2) Identify the Habitat Conservation Plan /Natural Communities Conservation Plan (HCP/NCCP) Planning Area and Sub-areas, (3) Public Outreach, (4) Resource Assessment, (5) Compile Covered Species List, (6) Compile Species Accounts, (7) Identify Covered Activities, (8) Develop Preliminary Conservation Strategy, (9) Develop Framework Monitoring/Adaptive Management, (10) Develop Preliminary Conservation/Take Assessment, (11) Identify Cost of Plan Implementation, (12) Permit Administration and Funding Structure, (13) Initiate Agency Review of Administrative Draft HCP/NCCP. Consultant agrees to perform the tasks and prepare the documents in compliance with the scope of work as described in **Exhibit 1** (attached).

a. Develop a Planning Agreement. The County, City of Paso Robles (City), California Department of Fish and Game (DFG), and U.S. Fish and Wildlife Service (FWS) will finalize a planning agreement. The Consultant will coordinate updates made by the County, City, and agencies to the draft planning agreement.

b. Identify the Habitat Conservation Plan /Natural Communities Conservation Plan (HCP/NCCP) Planning Area and Sub-areas. The County, City, DFG, and FWS will finalize the Plan Area. The Consultant will incorporate changes made to the Plan Area and any subareas into the Plan Area map.

c. Public Outreach. Public outreach will include three community/stakeholder meetings. The County and City will conduct the first meeting, and the Consultant will provide supporting materials but will not attend the first meeting. The Consultant will attend and lead the second and third outreach meetings.

d. Resource Assessment. The Consultant with input from the County, City, DFG, and FWS, will conduct the following resource assessment subtasks: prepare land cover map for the Plan Area, evaluate ecological process and landscape issues, research on species proposed for coverage, prepare of expert-based species models for key Covered Species (assume 10 species), prepare surrogate geographic coverage for remaining Covered Species (assume 25 species), and provide a preliminary set of conservation actions. The Consultant will lead up to four web-conferences with the County/City/DFG/FWS in developing the preliminary conservation strategy. The Consultant will prepare mapping products and draft conservation strategy section of the Admin Draft HCP/NCCP.

e. Compile Covered Species List. The Consultant, with input from the County, City, DFG, and FWS, will prepare a draft Covered Species list with accompanying memo. The Consultant will arrange one web-conference pertaining to the Covered Species list, and the Consultant will prepare one revision to the proposed Covered Species list. Following development of the revised Covered Species list, that will be the list of proposed Covered Species to be used for preparation of Admin Draft HCP/NCCP.

f. Compile Species Accounts. The Consultant will prepare species accounts for the key Covered Species (10 species) and abbreviated species summaries for the remaining Covered Species (25 species) for the Admin Draft HCP/NCCP.

g. Identify Covered Activities. The Consultant, with input from the County and City, will identify current and future land uses (including specialized assessment of agricultural land uses) that will help inform the development of a list of activities to be covered by the HCP/NCCP. Based on this assessment, the Consultant will develop a Covered Activities list, identify permit term, prepare mapping products and a draft section of the Admin Draft HCP/NCCP.

h. Develop Preliminary Conservation Strategy. The Consultant, with input from the County, City, DFG, and FWS, will develop the following elements of the preliminary conservations strategy: preliminary biological goals and objectives, preliminary reserve design and preliminary set of conservation actions. The Consultant will lead up to four web-conferences with the County/City/DFG/FWS in developing the preliminary conservation strategy. The Consultant will prepare mapping products and draft conservation strategy section of the Admin Draft HCP/NCCP.

i. Develop Framework Monitoring/Adaptive Management. The Consultant, with input from the County, City, DFG, and FWS, will develop a framework level monitoring and adaptive management plan section of the Admin Draft HCP/NCCP.

j. Develop Preliminary Conservation/Take Assessment. The Consultant, with input from the County, City, DFG, and FWS, will conduct a preliminary conservation/effects analysis based on the draft conservation strategy for inclusion in the Admin Draft HCP/NCCP.

k. Identify Cost of Plan Implementation. The Consultant, with input from the County, City, DFG, and FWS, will develop a detailed cost breakdown by task for implementation of the plan for the Admin Draft HCP/NCCP.

l. Permit Administration and Funding Structure. The Consultant, with input from the County, City, DFG, and FWS, will identify a framework governance structure and funding sources for the Admin Draft HCP/NCCP.

m. Initiate Agency Review of Administrative Draft HCP/NCCP. The Consultant will prepare all draft document sections with mapping products and other supplemental information for the Admin Draft HCP/NCCP and submit to DFG and FWS for their review.

B. DUTIES OF THE COUNTY.

1. The County will make any documents, relevant to the proposed project, in the possession of County, available to the Consultant.

2. It is understood that repeated revisions to the Draft Conservation Program are costly for the Consultant and the County. Therefore the County shall make every effort to reduce the number of

iterations of the Draft Conservation Program to a minimum by diligently reviewing each submittal by the Consultant.

3. County will advise the Consultant whether to continue with the Draft Conservation Program or stop work when situations are identified, such as environmental, economic, technical, legal or other factors, which could inhibit or prohibit the project.

4. Other agencies and the public may make comments to the Draft Conservation Program. The County will make any of these comments that raise environmental points available to the Consultant.

5. The County will provide for payment to the Consultant as provided by the terms of this Contract. The County will expeditiously review all work submitted by the Consultant in order to assure prompt payment of invoices. At the request of the Consultant, the County will explain in writing any delay, not the result of the Consultant that would prevent payment of the invoice within 60 days of receipt by the County.

C. LUMP SUM PAYMENT.

1. County's Maximum Cost of the Draft Conservation Program. The Contract for the preparation of the Draft Conservation Program is a lump sum Contract. It is not a time and materials Contract. The County will pay the Consultant a maximum amount of two hundred eighty five thousand and five hundred dollars ($285,500) for a County-approved, Draft Conservation Program as required by section I of this Contract. The County will pay Consultant in staged payments throughout the performance of the Contract. The sums due under the timing of these staged payments are tied to products delivered by the Consultant to the County, and approval of such products by the County.

2. Time of payment. At the request of the County, the Consultant shall submit itemized statements for work performed on each phase or from the execution of the Contract to the date of the request. The County has the right to access and copy the records to verify all work performed on the Contract to date. The County's right to inspect and copy records is in addition to the legal rights and liabilities of the parties.

a. Consultant will be paid the maximum amount of one thousand dollars ($1,000), within sixty (60) days after the County receives a correct invoice, and receives the Planning Agreement and associated meeting summaries. If the Contract is terminated before the Consultant expends one thousand dollars ($1,000), the County is entitled to a refund of the difference between the itemized billing amount for the work to termination date based on the rates and schedules in Exhibit 1.

b. Consultant will be paid the maximum amount of two thousand dollars ($2,000), within sixty (60) days after the County receives a correct invoice, and receives and approves the Habitat Conservation Plan /Natural Communities Conservation Plan (HCP/NCCP) Planning Area and Sub-areas and associated meeting summaries. If the Contract is terminated before the Consultant expends

two thousand ($2,000), the County is entitled to a refund of the difference between the itemized billing amount for the work to termination date based on the rates and schedules in Exhibit 1.

c. Consultant will be paid the maximum of fifteen thousand dollars ($15,000), within sixty (60) days after the County receives a correct invoice, and receives and approves the Public Outreach tasks and associated meeting summaries, including supporting materials. If the Contract is terminated before the Consultant expends fifteen thousand dollars ($15,000), the County is entitled to a refund of the difference between the itemized billing amount for the work to termination date based on the rates and schedules in Exhibit 1.

d. Consultant will be paid the maximum amount of one hundred and twenty one thousand dollars ($121,000), according to the following milestones: land cover map ($10,000), ecological processes ($10,000), species research ($20,000), species models ($40,000), meetings ($10,000), and environmental setting section ($31,000), within sixty (60) days after the County receives a correct invoice, and receives and approves each of the Resource Assessment milestone deliverables and associated meeting summaries. If the Contract is terminated before the Consultant expends one hundred and twenty one thousand dollars ($121,000), the County is entitled to a refund of the difference between the itemized billing amount for the work to termination date based on the rates and schedules in Exhibit 1.

e. Consultant will be paid the maximum amount of four thousand dollars ($ 4,000), within sixty (60) days after the County receives a correct invoice, and receives and approves the Covered Species List and associated meeting summaries. If the Contract is terminated before the Consultant expends four thousand dollars ($4,000), the County is entitled to a refund of the difference between the itemized billing amount for the work to termination date based on the rates and schedules in Exhibit 1.

f. Consultant will be paid the maximum amount of eleven thousand dollars ($11,000), within sixty (60) days after the County receives a correct invoice, and receives and approves the Species Accounts and associated meeting summaries. If the Contract is terminated before the Consultant expends eleven thousand dollars ($11,000), the County is entitled to a refund of the difference between the itemized billing amount for the work to termination date based on the rates and schedules in Exhibit 1.

g. Consultant will be paid the maximum of twenty three thousand five hundred dollars ($23,500), within sixty (60) days after the County receives a correct invoice, and receives and approves the list of Covered Activities and associated meeting summaries. If the Contract is terminated before the Consultant expends twenty three thousand five hundred dollars ($23,500), the County is entitled to a refund of the difference between the itemized billing amount for the work to termination date based on the rates and schedules in Exhibit 1.

h. Consultant will be paid the maximum amount of thirty thousand dollars ($30,000), within sixty (60) days after the County receives a correct invoice, and receives and approves the Preliminary Conservation Strategy and associated meeting summaries. If the Contract is terminated before the Consultant expends thirty thousand dollars ($30,000), the County is entitled to a refund of the difference between the itemized billing amount for the work to termination date based on the rates and schedules in Exhibit 1.

i. Consultant will be paid the maximum of thirty thousand dollars ($30,000), within sixty (60) days after the County receives a correct invoice, and receives and approves the Framework Level Monitoring and Adaptive Management Plan section of the Admin Draft HCP/NCCP and associated meeting summaries. If the Contract is terminated before the Consultant expends thirty thousand dollars ($30,000), the County is entitled to a refund of the difference between itemized billing amount for the work to termination date based on the rates and schedules in Exhibit 1.

j. Consultant will be paid the maximum amount of twenty thousand dollars ($20,000), within sixty (60) days after the County receives a correct invoice, and receives and approves the Preliminary Conservation/Take Assessment and associated meeting summaries. If the Contract is terminated before the Consultant expends twenty thousand dollars ($20,000), the County is entitled to a refund of the difference between itemized billing amount for the work to termination date based on the rates and schedules in Exhibit 1.

k. Consultant will be paid the maximum amount of fifteen thousand dollars ($15,000), within sixty (60) days after the County receives a correct invoice, and receives and approves the Cost of Plan Implementation and associated meeting summaries. If the Contract is terminated before the Consultant expends fifteen thousand dollars ($15,000), the County is entitled to a refund of the difference between itemized billing amount for the work to termination date based on the rates and schedules in Exhibit 1.

l. Consultant will be paid the maximum amount of ten thousand dollars ($10,000), within sixty (60) days after the County receives a correct invoice, and receives and approves the Permit Administration and Funding Structure and associated meeting summaries. If the Contract is terminated before the Consultant expends ten thousand dollars ($10,000), the County is entitled to a refund of the difference between itemized billing amount for the work to termination date based on the rates and schedules in Exhibit 1.

m. Consultant will be paid the maximum amount of three thousand dollars ($3,000), within sixty (60) days after the County receives a correct invoice, and receives and approves submittal to DFG and FWS of all draft document sections with mapping products and other supplemental information for the Agency Review of Administrative Draft HCP/NCCP and associated meeting summaries. If the Contract is terminated before the Consultant expends three thousand dollars ($3,000), the County is

entitled to a refund of the difference between itemized billing amount for the work to termination date based on the rates and schedules in Exhibit 1.

3. Early Termination Payment. If the Contract is terminated prior to the completion of the Draft Conservation Program for a reason other than breach by the Consultant, the County will pay Consultant for work performed on the Contract from execution to termination, but not to exceed the maximum amount listed above for each approved phase. Subconsultants shall be apportioned to the phase(s) according to the actual billing to the Consultant from the Subconsultant. Payment for attendance at meetings and hearings, travel and per diem shall be allocated to the phase in which the travel occurred. If any phase is not completed and the Contract is terminated due to breach by the Consultant, the amount due Consultant shall be the maximum amount of the Conservation Program less the amount required to hire and compensate a replacement Consultant to complete the Conservation Program.

4. Cost Containment. In no event is the Consultant authorized to incur additional costs beyond the maximum amounts in this Contract without prior written agreement signed by the County. Before incurring additional costs or providing additional services, Consultant must inform Coordinator, in writing, of the estimated additional costs. Without prior written approval signed by the County, the County shall not be liable for any amount over the amounts specified herein.

5. Early Payment. For good cause, and in the sole discretion of the County, the County may make such early payments during any phase without terminating this Contract. The Consultant shall preserve the work performed to date and minimize the need to repeat work on the current phase. Before receiving an early payment, the Consultant shall submit an itemized statement showing time and materials spent from execution to date, specifically identifying the work done on the phase in progress and the estimated amounts remaining to complete the phase in progress. In no event shall Consultant be entitled early payment for a future phase. The Board of Supervisors delegates the authority to make early payments to the Environmental Coordinator provided the Environmental Coordinator retains sufficient funds to complete the phase in progress including costs to re-start a delayed phase. The County shall incur no liability for declining to make an early payment.

II. GENERAL CONDITIONS

A. INDEPENDENT CONTRACTOR.

Consultant shall be deemed to be an independent contractor of County. Nothing in this Contract shall be construed as creating an employer-employee relationship, partnership or a joint venture relationship. Nothing in this Contract authorizes, or permits, the County to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject of this contract; provided always, however, that the services to be provided by Consultant shall

be provided in a manner consistent with all applicable standards and regulations governing such services.

B. NO ELIGIBILITY FOR FRINGE BENEFITS.

Consultant understands and agrees that its personnel are not, and will not be, eligible for membership in or any benefits from any County group plan for hospital, surgical, or medical insurance, or for membership in any County retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a County employee.

C. INDEMNIFICATION.

(1) The Consultant shall defend, indemnify and save harmless the County of San Luis Obispo, its officers, agents and employees, from any and all claims, demands, damages, costs, expenses, judgments or liability arising out of this Contract or attempted performance of the provisions hereof, including but not limited to those predicated upon theories of violation of statute, ordinance, or regulation, professional malpractice, negligence, or recklessness including negligent or reckless operation of motor vehicles or other equipment, furnishing of defective or dangerous products or completed operations, premises liability arising from trespass or inverse condemnation, violation of civil rights and also including any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board with respect to Consultant's "independent contractor" status that would establish a liability for failure to make social security and income tax withholding payments, failure to comply with workers' compensation laws, or any act or omission to act, whether or not it be willful, intentional or actively or passively negligent on the part of Consultant or his agents, employees or other independent Consultants directly responsible to Consultant; providing further that the foregoing shall apply to any wrongful acts or any active or passively negligent acts or omissions to act, committed jointly or concurrently by Consultant or Consultant's agents, employees or other independent contractors and the County, its agents, employees or independent contractors. Nothing contained in the foregoing indemnity provision shall be construed to require indemnification for claims, demand, damages, costs, expenses or judgments resulting solely from the conduct of the County.

D. INSURANCE.

Consultant, at its sole cost and expense, shall purchase and maintain the insurance policies set forth below on all of its operations under this Agreement. Such policies shall be maintained for the full term of this Agreement and the related warranty period (if applicable) and shall provide products/completed operations coverage for four (4) years following completion of Consultant's work under this Agreement and acceptance by the County. Any failure to comply with reporting provisions(s) of the policies referred to above shall not affect coverage provided to the County, its officers, employees, volunteers and agents. For purposes of the insurance policies required hereunder, the term

"County" shall include officers, employees, volunteers and agents of the County of San Luis Obispo, California, individually or collectively.

1. Minimum Scope And Limits of Required Insurance Policies. The following policies shall be maintained with insurers authorized to do business in the State of California and shall be issued under forms of policies satisfactory to the County:

a. COMMERCIAL GENERAL LIABILITY INSURANCE POLICY ("CGL") Policy shall include coverage at least as broad as set forth in Insurance Services Office (herein "ISO") Commercial General Liability coverage. (Occurrence Form CG 0001) with policy limits not less than the following:

$1,000,000 each occurrence (combined single limit);

$1,000,000 for personal injury liability;

$1,000,000 aggregate for products-completed operations; and,

$1,000,000 general aggregate.

The general aggregate limits shall apply separately to Consultant's work under this Agreement.

b. BUSINESS AUTOMOBILE LIABILITY POLICY ("BAL"). Policy shall include coverage at least as broad as set forth in Insurance Services Office Business Automobile Liability Coverage, Code 1 "Any Auto" (Form CA 0001). This policy shall include a minimum combined single limit of not less than One-million dollars ($1,000,000) for each accident, for bodily injury and/or property damage. Such policy shall be applicable to vehicles used in pursuit of any of the activities associated with this Agreement. Consultant shall not provide a Comprehensive Automobile Liability policy that specifically lists scheduled vehicles without the express written consent of County.

c. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY ("WC/EL"). This policy shall include at least the following coverages and policy limits:

1. Workers' Compensation insurance as required by the laws of the laws of the State of California; and

2. Employer's Liability Insurance Coverage B with coverage amount not less than one million ($1,000,000) dollars each accident/Bodily Injury (herein "BI"); one million ($1,000,000) dollars policy limit BI by disease; and, one million ($1,000,000) dollars each employee BI by disease.

d. PROFESSIONAL LIABILITY INSURANCE POLICY ("PL"). This policy shall cover damages, liabilities, and costs incurred as a result of Consultant's professional errors and omissions or malpractice. This policy shall include a coverage limit of at least One Million Dollars ($1,000,000) per claim, including the annual aggregate for all claims (such coverage shall apply during the performance of the services under this Agreement and for two (2) years thereafter with respect to incidents which occur during the performance of this Agreement). Consultant shall notify the County if any annual aggregate is eroded by more than seventy-five percent (75%) in any given year.

2. DEDUCTIBLES AND SELF-INSURANCE RETENTIONS. Any deductibles and/or self-insured retentions which apply to any of the insurance policies referred to above shall be declared in writing by Consultant and approved by the County before work is begun pursuant to this Agreement. At the option of the County, Consultant shall either reduce or eliminate such deductibles or self-insured retentions as respect the County, its officers, employees, volunteers and agents, or shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and/or defense expenses.

3. ENDORSEMENTS. All of the following clauses and endorsements, or similar provisions, are required to be made a part of insurance policies indicated in parentheses below:

a. A "Cross Liability", "Severability of Interest" or "Separation of Insureds" clause (CGL & BAL);

b. The County of San Luis Obispo, its officers, employees, volunteers and agents are hereby added as additional insureds with respect to all liabilities arising out of Consultant's performance of work under this Agreement (CGL & BAL);

c. If the insurance policy covers an "accident" basis, it must be changed to "occurrence" (CGL & BAL).

d. This policy shall be considered primary insurance with respect to any other valid and collectible insurance County may possess, including any self-insured retention County may have, and any other insurance County does possess shall be considered excess insurance only and shall not be called upon to contribute to this insurance (CGL, BAL & PL);

e. No cancellation or non-renewal of this policy, or reduction of coverage afforded under the policy, shall be effective until written notice has been given at least thirty (30) days prior to the effective date of such reduction or cancellation to County at the address set forth below (CGL, BAL, WC/EL & PL);

f. Consultant and its insurers shall agree to waive all rights of subrogation against the County, its officers, employees, volunteers and agents for any loss arising under this Agreement (CGL); and

g. Deductibles and self-insured retentions must be declared (All Policies).

4. ABSENCE OF INSURANCE COVERAGE. County may direct Consultant to immediately cease all activities with respect to this Agreement if it determines that Consultant fails to carry, in full force and affect, all insurance policies with coverage at or above the limits specified in this Agreement. Any delays or expense caused due to stopping of work and change of insurance shall be considered Consultant's delay and expense. At the County's discretion, under conditions of lapse, the County may purchase appropriate insurance and charge all costs related to such policy to Consultant.

5. PROOF OF INSURANCE COVERAGE AND COVERAGE VERIFICATION. Prior to commencement of work under this Agreement, and annually thereafter for the term of this Agreement, Consultant, or each of Consultant's insurance brokers or companies, shall provide County a current

copy of a Certificate of Insurance, on an Accord or similar form, which includes complete policy coverage verification, as evidence of the stipulated coverage. All of the insurance companies providing insurance for Consultant shall have, and provide evidence of, a Best Rating Service rate of A VI or above. The Certificate of Insurance and coverage verification and all other notices related to cancellation or non-renewal shall be mailed to:

Trevor Keith, Project Manager
Department of Planning and Building, Environmental Division
976 Osos Street, Room 300
San Luis Obispo, CA 93408

E. WARRANTY OF CONSULTANT.

Consultant, its officers and employees, and subcontractors will comply with all applicable federal or state laws while performing this Contract. Consultant warrants that it, and each of the personnel employed or otherwise retained by Consultant, will at all times be properly certified and licensed under the laws and regulations of the State of California to provide the special services herein agreed to. Consultant warrants that the persons performing the services for this Contract are specially trained, experienced, expert and competent to perform such special services of preparing the required HCP. Consultant warrants that the Consultant, its subcontractors and real person working on this Contract have no conflict of interest with this project and will produce an independent, objective and unbiased work product.

F. NON-ASSIGNMENT OF CONTRACT.

Inasmuch as this Contract is intended to secure the specialized services of the Consultant, Consultant shall not delegate its obligations under this Contract and shall not assign or otherwise transfer its rights under this Contract or any interest therein without the prior written consent of County. Any such assignment, transfer, delegation, or subletting without the County's prior written consent shall be null and void.

G. NONDISCRIMINATION.

Consultant will not discriminate, in any manner forbidden by law, against any person employed to perform services under this Contract.

H. TERMINATION OF CONTRACT FOR CAUSE.

1. If any of the following occur, County shall have the right to terminate this Contract effective immediately upon giving written notice to the Consultant:

a. Consultant fails to perform its duties to the satisfaction of the County;

b. Consultant fails to fulfill in a timely and professional manner its obligations under this Contract; or

c. Consultant, or its agents or employees, fail to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the County; provided however, that in all instances the Coordinator has contacted the Consultant, stating specific reasons for the dissatisfaction of the Coordinator with the performance of the Consultant, and the Consultant has had a reasonable time to respond to the Coordinator's concerns and, if any defect in performance of the Consultant exists, a reasonable time to cure such defect and has unreasonably failed to cure such identified defect.

2. The Consultant may terminate this Contract for cause if the following conditions occur:

a. If a representative of the Environmental Division has unreasonably failed to perform the Coordinator's duties under this Contract in a timely and professional manner, causing unreasonable delay within the control of the Coordinator; and

b. The Consultant has contacted the Environmental Coordinator, (the Division Head of the Environmental Division) personally, stating specific reasons for the dissatisfaction of the Consultant with the performance of the representative of the Environmental Division; and

c. The Environmental Coordinator has had a reasonable time to respond to the Consultant's concerns and if any defect in performance of the Coordinator exists, a reasonable time to cure such defect and has unreasonably failed to cure such identified defect; and

d. The Consultant has given written notice of the Consultant's outstanding complaints pertaining to specific defects of the Coordinator's performance under this Contract to the Environmental Coordinator; and

e. The Consultant has given written notice of the Consultant's outstanding complaints pertaining to specific defects of the Coordinator's performance under this Contract to the Board of Supervisors of the County of San Luis Obispo, and if after a reasonable time, the Board of Supervisors fails to cure the outstanding defect, then the Consultant may terminate this Contract for cause.

The Board of Supervisors has a right to cure such defect in performance within a reasonable time by causing performance or by giving written notice to Consultant of an intention to perform within a reasonable time thereafter. If the Board of Supervisors fails to cure the defect within a reasonable time, the Consultant may give written notice of termination for cause delivered to the Board of Supervisors with an information copy to the Coordinator.

I. TERMINATION OF CONTRACT FOR CONVENIENCE.

The County may terminate this Contract at any time by giving the Consultant written notice of such termination. Immediately upon receipt of notice of termination, Consultant shall discontinue work on the project and incur no further obligations or expenses. Consultant shall be paid the percentage of the total cost of the Conservation Program that corresponds to the percentage of the Conservation

Program document(s) that are satisfactorily completed prior to the Consultant's receipt of said termination.

J. ENTIRE AGREEMENT AND MODIFICATIONS.

(1) This Contract supersedes all previous contracts and constitutes the entire understanding of the parties hereto. Consultant shall be entitled to no other benefits than those specified herein. No changes, amendments, or alterations shall be effective unless in writing and signed by both parties before the change or amendment occurs. Consultant specifically acknowledges that in entering into and executing this Contract, Consultant relies solely upon the provisions contained in this Contract and no others.

(2) Delegation of County Signatory Authority for Minor Modifications. The Board of Supervisors delegates to the Environmental Coordinator the authority to sign amendments to this Contract that make reasonable modifications to the time performance or that increase the scope of work and provide additional compensation, provided that all amendments do not total more than ten percent (10%) of the total lump sum amount stated in paragraph I.C.1, above, two hundred eighty five thousand five hundred dollars ($285,500). Any amendment beyond that cumulative amount or an amendment pertaining to any performance other than increasing the scope of work, including but not limited to insurance, indemnity, property and other provisions in this Contract must be in writing and signed by the Board of Supervisors. These additional funds are intended to provide for flexibility needed to respond to changes generated in writing by the County; not by the Consultant. The Coordinator will notify Applicant of the Contract modification. Any modification to the Contract within the scope of this paragraph need only be signed by the Consultant and the Coordinator; after approval as to form and legal effect by a Deputy County Counsel.

K. APPLICABLE LAW AND VENUE.

This Contract has been executed and delivered in the State of California and covers services to be performed in California. The parties agree that the validity, enforceability, and interpretation of the Contract or any of its provisions shall be determined and governed by the laws of the State of California. All duties and obligations of the parties created hereunder are performable in the County of San Luis Obispo, State of California, and such County shall be the venue for any action or proceeding that may be brought, or arise out of, this Contract.

L. SEPARABILITY.

The invalidity of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract.

M. RECORDS.

Pursuant to California Government Code § 10532, every County contract involving the expenditure of more than ten thousand dollars ($10,000.00) in public funds is subject to examination

and audit of the Auditor General for a period of three years after final payment under the Contract. Consultant shall maintain books, records, documents, and other evidence, accounting procedures, and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Contract. The foregoing constitute "records" for the purposes of this paragraph. Consultant shall maintain and preserve, until three years after termination of this Contract, and permit the State of California or any of its duly authorized representatives, including the Comptroller General of the United States, to have access to and to examine and audit any pertinent books, documents, papers, and records of Consultant related to this Contract. Consultant and County shall ensure the confidentiality of any records that are required by law to be so maintained.

N. COST DISCLOSURE - DOCUMENTS AND WRITTEN REPORTS.

Pursuant to Government Code section 7550, if the total cost of this Contract is over five thousand dollars ($5,000.00), the Consultant shall include in all final documents and in all written reports submitted a written summary of costs, which shall set forth the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such document or written report. The Contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.

When multiple documents or written reports are the subject or product of contracts, the disclosure section may also contain a statement indicating that the total Contract amount represents compensation for multiple documents or written reports.

O. NOTICES.

Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by first class mail to the following address as appropriate:

1. **To the Environmental Coordinator;**
   Environmental Division
   Co. Planning & Bldg. Department
   976 Osos Street, Room 300
   San Luis Obispo, CA 93408

2. **To the Board of Supervisors;**
   Board of Supervisors
   County Government Center
   1055 Monterey Street D430
   San Luis Obispo, California 93408

3. **To the Consultant;**
   Mike Howard, Project Manager
   Dudek
   605 Third Street
   Encinitas, California 92024

P. COPYRIGHT.

Any reports, maps, documents or other materials produced in whole or part by the Consultant or any sub consultant or person responsible to the Consultant under this Contract shall be the property of the County and none shall be subject to an application for copyright by or on behalf of Consultant, sub consultant or person responsible to Consultant during the performance of this Contract.

Q. CONFIDENTIALITY.

No reports, maps, information, documents, or any other materials given to or prepared by Consultant under this Contract which County requests in writing to be kept confidential, shall be made available to any individual or organization by Consultant without the prior written approval of County. However, Consultant shall be free to disclose such data as is publicly available.

R. EQUIPMENT AND SUPPLIES.

Consultant will provide all necessary equipment and supplies in order to carry out the terms of this Contract.

S. ACCESS TO RECORDS AND FINANCIAL DATA.

All recorded data, preserved in any form, but not limited to materials generated for this project or existing information compiled for this project and any financial documents pertaining to this project are the property of the County. At the request of the Board of Supervisors, the Coordinator, the County Planning Director, the County Counsel, the County Administrator or the County Auditor, the County's agents or employees have a right to access these records wherever located during reasonable hours for up to three years after project approval. After three years, if the Consultant wants to dispose of the background records the Consultant shall give the County the option of taking possession of the records. The County's right to access includes the right to make copies of such information.

T. PRIORITY OF INCONSISTENT CONTRACT TERMS AND CONDITIONS.

To the extent that any terms or conditions set forth in Exhibit 1, or past business practices between Consultant and County or Coordinator differ from the terms and conditions of this Contract, the terms and conditions expressed in the typed body of this Contract, without reference to Exhibit 1, are controlling.

CONSULTANT

Dudek

A California Corporation

By: _____

Mr. Frank Dudek, President

4/30/12

Date

By: _____

June Collins, Secretary

Dudek
June Collins
Corporate Secretary

4/30/12

Date

COUNTY OF SAN LUIS OBISPO

By: _____

Chairman of the Board of Supervisors

ATTEST:

_____

Clerk of the Board of Supervisors

_____

Date

APPROVED AS TO FORM AND LEGAL EFFECT:

WARREN R. JENSEN
County Counsel

By: _____

Deputy County Counsel

Dated: 5.10.2012

EXHIBIT 1

TASK 1. Develop a Planning Agreement

The County, City of Paso Robles (City), California Department of Fish and Game (DFG), and U.S. Fish and Wildlife Service (FWS) will finalize a planning agreement. Dudek will coordinate updates made by the County, City, and agencies to the draft planning agreement.

TASK 2. Identify the HCP/NCCP Planning Area and Sub-areas

The County, City, DFG, and FWS will finalize the Plan Area. Dudek will incorporate changes made to the Plan Area and any subareas into the Plan Area map.

TASK 3. Public Outreach

Public outreach under this revised scope of work will include three community/stakeholder meetings. The County and City will conduct the first meeting, and Dudek will provide supporting materials but will not attend the meeting. Dudek will attend and lead the second and third outreach meetings.

Deliverables: *Meeting presentation and materials.*

TASK 4. Resource Assessment

Dudek, with input from the County, City, DFG, and FWS, will conduct the following resource assessment subtasks:

- Prepare land cover map for the Plan Area
- Evaluate ecological process and landscape issues
- Research on species proposed for coverage;
- Prepare of expert-based species models for key Covered Species (assume 10 species)
- Prepare surrogate geographic coverage for remaining Covered Species (assume 25 species);
- Lead up to four web-conferences with the County/City/DFG/FWS on resource assessment products
- Prepare mapping products and draft environmental setting section of the Admin Draft HCP/NCCP

Deliverables: *Land cover map, species model results and draft environmental settling.*

TASK 5. Compile Covered Species List

Dudek, with input from the County, City, DFG, and FWS, will prepare a draft Covered Species list with accompanying memo. Dudek will arrange one web-conference pertaining to the Covered Species list, and Dudek will prepare one revision to the proposed Covered Species list. Following development of the revised Covered Species list, that will be the list of proposed Covered Species to be used for preparation of Admin Draft HCP/NCCP. Interim Work Products/White Papers

Deliverables: *Draft covered species list*

TASK 6. Compile Species Accounts

Dudek will prepare species accounts for the key Covered Species (10 species) and abbreviated species summaries for the remaining Covered Species (25 species) for the Admin Draft HCP/NCCP.

Deliverables: *Draft covered species accounts.*

TASK 7. Identify Covered Activities

Dudek, with input from the County and City, will identify current and future land uses (including specialized assessment of agricultural land uses) that will help inform the development of a list of activities to be covered by the HCP/NCCP. Based on this assessment, Dudek will develop a Covered Activities list, identify permit term, prepare mapping products and a draft section of the Admin Draft HCP/NCCP.

Deliverables: *Draft covered species section.*

TASK 8. Develop Preliminary Conservation Strategy

Dudek, with input from the County, City, DFG, and FWS, will develop the following elements of the preliminary conservations strategy:

- preliminary biological goals and objectives
- preliminary reserve design
- preliminary set of conservation actions;

Dudek will lead up to four web-conferences with the County/City/DFG/FWS in developing the preliminary conservation strategy. Dudek will prepare mapping products and draft conservation strategy section of the Admin Draft HCP/NCCP.

Deliverables: *Draft conservation strategy.*

TASK 9. Develop Framework Monitoring/Adaptive Management

Dudek, with input from the County, City, DFG, and FWS, will develop a framework level monitoring and adaptive management plan section of the Admin Draft HCP/NCCP.

Deliverables: *Draft Framework Monitoring/Adaptive Management Section.*

TASK 10. Develop Preliminary Conservation/Take Assessment

Dudek, with input from the County, City, DFG, and FWS, will conduct a preliminary conservation/effects analysis based on the draft conservation strategy for inclusion in the Admin Draft HCP/NCCP.

Deliverables: *Preliminary Conservation/Take Assessment.*

TASK 11. Identify Cost of Plan Implementation

Dudek, with input from the County, City, DFG, and FWS, will develop a detailed cost breakdown by task for implementation of the plan for the Admin Draft HCP/NCCP.

Deliverables: *Draft implementation cost assessment.*

TASK 12. Permit Administration and Funding Structure

Dudek, with input from the County, City, DFG, and FWS, will identify a framework governance structure and funding sources for the Admin Draft HCP/NCCP.

Deliverables: *Draft Administration and Funding Structure Section.*

TASK 13. Initiate Agency Review of Administrative Draft HCP/NCCP

Dudek will prepare all draft document sections with mapping products and other supplemental information for the Admin Draft HCP/NCCP and submit to DFG and FWS for their review.

Deliverables: *Compiled Administrative Draft HCP/NCCP.*