

NAPA COUNTY AGREEMENT NO. 260347B

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in Napa County, California, this 28th day of July, 2026, (“Effective Date”) by and between Napa County, a political subdivision of the State of California, hereinafter referred to as “County,” and FCS International, Inc. dba FirstCarbon Solutions (FCS); whose address is 2999 Oak Road, Suite 250, Walnut Creek, California, 94597, hereinafter referred to as “Consultant.”

RECITALS

A. County wishes to obtain professional services to assist the COUNTY with preparation of an Environmental Impact Report (EIR) for a proposed project, submitted by Dennis Pauley, E&P Properties, Inc. (“Project Applicant”), to construct an approximately 143,312 square foot winery and an approximately 66,915 square foot speculative warehouse/distribution building located between Technology Way and Sheehy creek, east of Morris Court, in unincorporated Napa County.

B. The Planning Director selected Consultant in consultation with Project Applicant pursuant to Section 104 of Napa County Local CEQA Guidelines.

C. For good and valuable consideration, the sufficiency of which is acknowledged, County and Consultant agree as follows:

AGREEMENT

ARTICLE I – SCOPE OF SERVICES

1.1 Scope of Services. Consultant shall provide professional services to County as described in Exhibit A to this Agreement, and in accordance with the Contract Documents. The Contract Documents consist of this Agreement and its Exhibits, the Request for Proposals or Qualifications issued by County (if any), and Consultant’s proposal or statement of qualifications.

1.2 Schedule. Consultant shall perform and complete the scope of services in accordance with the schedule set forth in Exhibit A. Consultant shall further perform the scope of services in compliance with any interim milestones or deadlines, as may be set forth in Exhibit A

1.3 Standard of Care. Consultant represents that the professional services rendered under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent professional using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. Consultant shall correct any professional services falling below this standard at its sole cost and

expense, if notified by County within one year after completion of such services. This remedy is in addition to any other remedies that may be available to County in law or equity.

1.4 Correction of Deficient Services. Consultant shall take reasonable steps to commence correction of any services that fail to meet the standard of care within seven days of receipt of written notice from County unless otherwise agreed by the parties. If Consultant fails to commence such steps within the seven day or other agreed-upon period, County may, in addition to any other remedies provided under the Contract Documents, commence correction of such services without further written notice to Consultant. If County takes such corrective action, Consultant shall be responsible for all reasonable costs incurred by County in performing such correction, including but not limited to the cost of County staff time and the amount paid to another consultant to correct the deficient services.

1.5 Other Remedies. This Article applies only to Consultant's obligation to correct services that do not meet the standard of care and is not intended to constitute a period of limitations or waiver of any other rights or remedies County may have regarding the Consultant's other obligations under the Contract Documents or federal or state law.

1.6 Key Personnel. Key personnel identified in Consultant's proposal or statement of qualifications shall be the individuals who will actually perform the services. Changes in key personnel must be reported by Consultant in writing and approved by County.

1.7 Government Code Section 7550. Every document or report prepared by Consultant for or under the direction of County pursuant to this Agreement shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of the document or written report if the total cost for the work performed by nonemployees of County exceeds five thousand dollars (\$5,000). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject or product of this Agreement, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

ARTICLE II – DURATION OF AGREEMENT

2.1 Term of the Agreement. The term of this Agreement shall begin on the Effective Date entered on page 1 of this Agreement. This Agreement shall expire two (2) year(s) after the Effective Date unless terminated earlier in accordance with this Article

2.2 Suspension for Convenience. County may suspend all or any portion of Consultant's performance under this Agreement at its sole option and for its convenience at no cost for a period of time not to exceed 60 days. County must give 10 days prior written notice to Consultant of such suspension. County may rescind the suspension prior to or at 60 days by providing Consultant with written notice of the rescission, at which time Consultant will be required to resume performance in compliance with the terms and provisions of this Agreement.

2.3 Termination for Convenience. County may terminate all or any portion of this Agreement at its sole option and for its convenience, by giving 30 days prior written notice of such termination to Consultant. The termination of the Agreement shall be effective 30 days after receipt of the notice by Consultant. After receipt of notice of termination of all or any portion of the Agreement, Consultant shall immediately discontinue all affected performance (unless the notice directs otherwise) and complete any additional work necessary for the orderly filing of documents and closing of Consultant's affected performance under the Agreement. Consultant shall deliver to County all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Consultant in performing this Agreement, whether completed or unfinished. Consultant may keep copies for its own records. County shall pay Consultant for services satisfactorily provided before the effective date of termination, and reasonable costs incurred by Consultant in providing County with the data and documents required by this paragraph. Consultant shall not be compensated for lost or anticipated profit or overhead on the terminated portion of this Agreement.

2.4 Termination for Cause. County may terminate this Agreement for default if Consultant fails to satisfactorily perform any material obligation required by this Agreement. Default includes Consultant's failure to timely provide services in accordance with the schedule. If Consultant fails to satisfactorily cure a default within 10 days of receiving written notice from County specifying the nature of the default, County may immediately terminate this Agreement, and terminate each and every right of Consultant, and any person claiming any rights by or through Consultant under this Agreement. The rights and remedies of County enumerated in this paragraph are in addition to and independent of County's rights under any other provision of this Agreement and any right or remedy available to County at law or in equity.

2.4.1 Absence of Default. If after County gives notice of termination for cause, it is determined that Consultant was not in default of a material obligation of this Agreement, the termination shall be deemed to be a termination for the convenience of County under paragraph 2.3.

2.5 Purchasing Agent's Authority. The County Purchasing Agent or their designee is hereby authorized to make all decisions and take all actions required under this Article to suspend or terminate this Agreement.

ARTICLE III – COMPENSATION

3.1 Amount of Compensation. County shall pay Consultant for satisfactory performance of the scope of services, as follows:

3.1.1 Rates. County shall pay Consultant according to the compensation and fee schedule as set forth in Exhibit B.

3.1.2 Expenses. Travel or other expenses will only be reimbursed by County if such expenses are specifically identified in Exhibit B. Any travel expenses must comply with the Napa County Travel Policy found in the Napa County Policy Manual, Part I, Section 43, regardless of anything to the contrary in Exhibit B.

3.1.3 Maximum Amount. Notwithstanding paragraphs 3.1.1 and 3.1.2, the maximum payments under this agreement shall not exceed a total of One Hundred Fifty-Nine Thousand Four Hundred Sixty Dollars (\$159,460.00) per contract year; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually provided and reimbursable expenses actually incurred.

3.2 Payment Process. Consultant may submit one invoice per calendar month, in arrears for services provided, to the Director of Planning, Building and Environmental Services who will review the invoice to confirm its contents match the services provided during the period covered by the invoice. If approved, the invoice will be forwarded to the Napa County Auditor no later than 15 days following receipt of the invoice.

3.2.1 Content of Invoices. Invoices shall be in a form acceptable to the Napa County Auditor and include Consultant's name, address, Social Security or Taxpayer Identification Number, and the Napa County Agreement number. If this Agreement provides for payment based on unit prices or tasks completed, invoices shall include itemization of the hours worked, descriptions of the tasks completed during the billing period, the names and positions of person(s) performing the services, and the hourly or task rates. If the Agreement or Exhibit B provides for a fixed or lump sum price and Consultant presents monthly invoices, each invoice must indicate the percentage of work completed (e.g., 50% of design or draft report) or the milestone(s) achieved in Exhibit B, which will allow Consultant to be paid the equivalent percentage of the fixed price.

3.2.2 Expenses. If the Agreement provides for reimbursement of expenses, invoices shall describe the nature and cost of the expense, and the date incurred. Receipts must be included with the invoice.

3.3 Annual Appropriation of Funds. Consultant acknowledges that the term of this Agreement may extend over multiple County fiscal years, and that compensation under this Agreement is contingent on the Board of Supervisors appropriating funding for this Agreement for those fiscal years. This Agreement may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. County is not obligated to pay Consultant, nor is Consultant obligated to provide further services if sufficient funds have not been appropriated and authorized by the Board of Supervisors.

ARTICLE IV – INSURANCE

4.1 Insurance. Prior to commencing the scope of services, Consultant shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the insurance coverage set forth in Exhibit C.

4.2 Inclusion in Subcontracts. Consultant shall require its subconsultants and any other entity or person providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in Exhibit C.

ARTICLE V – INDEMNIFICATION

5.1 Indemnification and Hold Harmless. To the fullest extent permitted by law, Consultant shall defend at its own expense, indemnify, and hold harmless County and its officers, agents, employees, volunteers, and representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney’s fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, to the extent arising from the negligent acts or omissions of Consultant or its officers, agents, employees, volunteers, consultants and subconsultants in providing services under this Agreement, excluding, however, such liability, claims, actions, losses, injuries, damages or expenses to the extent arising from the active or sole negligence or willful misconduct of County. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

5.2 Design Professionals. To the extent Consultant is providing the services of a “design professional” as defined in California Civil Code section 2782, County acknowledges that Consultant’s obligations under paragraph 5.1 may be limited under Civil Code Section 2782.8.

5.3 Effect of Insurance. The provisions of this Article are not limited by the requirements of Article IV related to insurance.

5.4 Enforcement Costs. Consultant shall reimburse any and all costs County incurs enforcing the indemnity, hold harmless, and defense provisions set forth in this Article.

5.5 Survival. This Article shall survive termination or expiration of this Agreement and continue in effect so long as a viable claim may exist.

ARTICLE VI – MANDATORY COUNTY PROVISIONS

6.1 Compliance with County Policies. Consultant shall comply, and require its employees and subconsultants to comply, with the following policies, copies of which are available on

County's website at <https://www.countyofnapa.org/771/Purchasing> and are hereby incorporated by reference.

6.1.1 Napa County "Waste Source Reduction and Recycled Product Content Procurement Policy," which is found in the Napa County Policy Manual Part I, Section 8D.

6.1.2 Napa County "Discrimination, Harassment and Retaliation Prevention Policy," which is found in the Napa County Policy Manual Part I, Section 37K.

6.1.3 Napa County "Drug and Alcohol Policy," which is found in the Napa County Policy Manual Part I, Section 37O.

6.1.4 "Napa County Information Technology Use and Security Policy" which is found in the Napa County Policy Manual Part I, Section 31A.

6.1.5 Napa County "Workplace Violence Policy," which is found in the Napa County Policy Manual Part I, Section 37U.

6.2 Inducement of County Employees. Consultant shall not permit its officers, agents, or employees to engage in any activities during the performance of any of services under this Agreement that would interfere with compliance or induce violation of these policies by County employees or consultants.

ARTICLE VII – COMPLIANCE WITH LAWS

7.1 Compliance with Controlling Law. Consultant shall comply with all laws, ordinances, regulations, and policies of federal, California, and local governments applicable to this Agreement. Consultant shall comply immediately with all directives issued by County or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations.

7.2 Conflict of Interest. Consultant acknowledges that they are aware of the provisions of Government Code sections 1090, et seq., and sections 87100, et seq., relating to conflict of interest of public officers and employees. Consultant hereby covenants that it presently has no interest not disclosed to County and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of the scope of services under this Agreement. Consultant further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. Violation of this paragraph by Consultant is a material breach of this Agreement which may result in termination of the Agreement for cause.

7.3 Taxes. Consultant shall file federal and state tax returns or applicable withholding documents and pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement. Consultant shall be solely liable and responsible to make such

withholdings and pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. Consultant shall indemnify and hold County harmless from any liability it may incur to the United States or the State of California if Consultant fails to pay or withhold, when due, all such taxes and obligations. If County is audited for compliance regarding any withholding or other applicable taxes or amounts, Consultant shall furnish County with proof of payment of taxes or withholdings on those earnings within 10 business days after notice from County.

ARTICLE VIII – DISPUTE RESOLUTION

8.1 Mandatory Non-binding Mediation. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through normal contract negotiations, the parties agree to attempt to settle the dispute in an amicable manner, using mandatory mediation through Judicial Arbitration and Mediation Services (JAMS) or any other neutral organization agreed to by the parties. To initiate mediation, the initiating party shall send written notice of its request for mediation to the opposing party. Mediation is mandatory before either party may initiate litigation or have recourse in a court of law.

8.2 Mediation Costs. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

8.3 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator may be selected from lists furnished by JAMS or any other agreed upon mediator. The parties shall endeavor to agree on a mediator within 10 business days, unless a longer period is mutually agreed to in writing by Consultant and County. If the parties cannot agree on a mediator, JAMS or other neutral organization shall select the mediator.

8.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, or admissions will be confidential to the proceedings and will be subject to Evidence Code section 1152. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though County's recommendation of settlement may be subject to the approval of the Board of Supervisors. Either party may have attorney(s), witnesses, or expert(s) present. Either party may request a list of witnesses and notification whether attorney(s) will be present.

8.5 Mediation Results. Any resultant agreements from mediation shall be documented in writing. Mediation results and documentation, by themselves, shall be "non-binding" and inadmissible for any purpose in any legal proceeding, unless such admission into evidence is otherwise agreed to in writing by both parties. Mediators shall not be subject to any subpoena or liability, and their files and actions shall not be subject to discovery.

ARTICLE IX – GENERAL PROVISIONS

9.1 Access to Records/Retention. Consultant shall provide County with access to Consultant's records which are reasonably necessary for County to review or audit Consultant's compliance with the provisions of this Agreement. Consultant shall provide such access within 10 business days after written request by County, either by providing copies of the requested records to County or allowing County to inspect and photocopy the records at Consultant's place of business where the records are kept. Consultant shall maintain all records related to this Agreement for at least four years after expiration or termination of this Agreement.

9.2 Notices. All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval, or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

COUNTY

Brian D. Bordona, Director
Planning, Building & Environmental
Services Department
195 Third Street, Suite 210
Napa, CA 94559

CONSULTANT

FCS INTERNATIONAL, INC.
2999 Oak Road, Suite 250
Walnut Creek, CA 94597
Attn: Jason Brandman

9.3 Independent Contractors. Consultant and its subconsultants, if any, are independent contractors and not agents of County. Any provisions of this Agreement that may appear to give County any right to direct Consultant concerning the details of performing the scope of services, or to exercise any control over such performance, shall mean only that Consultant shall follow the direction of County concerning the end results of the performance.

9.4 Contract Interpretation. This Agreement and all Contract Documents shall be deemed to be made under, and shall be construed in accordance with and governed by, the laws of the State of California without regard to the conflicts or choice of law provisions thereof. It is the intent of the Contract Documents to completely describe the goods and services to be provided. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be supplied whether or not specifically called for or identified in the Contract Documents. When words or phrases which have a well-known technical or industry or trade meaning are used to describe work, materials, equipment, goods, or services such words or phrases shall be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be in descending order as set

forth below (the document in paragraph 9.4.1 having the highest precedence). Provisions of the Contract Documents addressing the same subject which are consistent but have different degrees of specificity shall not be considered to be in conflict, and the more specific language shall control. Order of Precedence:

- 9.4.1 This Agreement.
- 9.4.2 The Exhibits to this Agreement.
- 9.4.3 [RESERVED]
- 9.4.4 Consultant's proposal or statement of qualifications.

9.5 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms, and conditions of this Agreement, and the decision of whether to seek advice of legal counsel with respect to this Agreement is the sole responsibility of each party. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement.

9.6 Third Party Beneficiaries. Unless expressly set forth in this Agreement, none of the provisions of this Agreement are intended to benefit any third party not specifically referenced herein. No person other than County and Consultant shall have the right to enforce any of the provisions of this Agreement.

9.7 Force Majeure. In the event either party's performance is delayed due to causes which are outside the control of both parties and their subconsultants, contractors and employees, and could not be avoided by the exercise of due care, which may include, but is not limited to, delays by regulating agencies, wars, floods, adverse weather conditions, labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, fires, terrorism, incidence of disease or other illness that reaches outbreak, epidemic and/or pandemic proportions, unusual delay in deliveries, riots, civil commotion or other unavoidable casualties, and other acts of God, both parties will be entitled to an extension in their time for performance equivalent to the length of delay. Neither party will be entitled to compensation from the other for force majeure events. The party claiming its performance is delayed must demonstrate to the reasonable satisfaction of the other party that a force majeure event is causing the delay; the mere occurrence of a force majeure event is insufficient to extend the time for performance.

9.8 Confidentiality of Services. All services performed by Consultant and any subconsultants, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Consultant, are for the sole use of County. Neither the documents nor their contents shall be released by Consultant or any subconsultant to any third party without the prior written consent of County. Contractor shall not disclose records or other information provided by County under this Agreement to any third party, except as necessary to perform the scope of services, unless the records or information: (1) were publicly known, or otherwise known to Consultant, at the time it was disclosed to Consultant by County; (2) subsequently become publicly known through no act or omission of

Consultant; or (3) otherwise become known to Consultant other than through disclosure by County.

9.9 Insolvency. Consultant shall notify County if Consultant enters into bankruptcy proceedings. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of County contract numbers and contracting offices for all County contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Agreement.

9.10 Attorney's Fees. If either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action. This paragraph does not apply to attorney's fees or costs incurred during mediation.

9.11 Venue. This Agreement is made and entered into in Napa County, California. Venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa. Venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Northern District of California.

9.12 Exhibits Incorporated. All Exhibits referenced in this Agreement are hereby incorporated into the Agreement by this reference.

9.13 County Powers. Nothing contained in this Agreement shall be construed as a limitation upon the powers of County as a subdivision of the State of California. Nothing in this Agreement shall be interpreted as limiting the rights and obligations of County in its governmental or regulatory capacity.

9.14 Survival of Obligations. All indemnifications, warranties, guarantees and other obligations that by their nature involve performance after the early termination or expiration of this Agreement or after completion and acceptance of the scope of services, shall survive the early termination or expiration of this Agreement. Such obligations include, but are not limited to, paragraphs 1.4 (Correction of Deficient Services), 9.1 (Access to Records/Retention), 9.8 (Confidentiality of Services), and Article VIII (Dispute Resolution). Obligations related to insurance or indemnity shall continue in full force and effect after the date of early termination or expiration, but only with regard to acts or omissions that occurred during the term of the Agreement.

9.15 Severability. Should any provision of this Agreement be held invalid or illegal by a court of competent jurisdiction, such invalidity or illegality shall not invalidate the whole of this

Agreement, but rather, the Agreement shall be construed as if it did not contain the invalid or illegal provision, and the rights and obligations of the parties shall be construed and enforced accordingly, except to the extent that enforcement of this Agreement without the invalidated provision would materially and adversely impact either or both parties' consideration for entering into this Agreement.

9.16 Amendment/Modification. This Agreement may be modified or amended only in writing and with the prior written consent of both parties. Failure of Consultant to secure such authorization in writing in advance of performing any extra or changed work shall constitute a waiver of any and all rights to adjustment in compensation or contract time.

9.17 No Waivers. Any failure by either party to insist upon the strict performance by the other of any obligation of this Agreement, or any failure to exercise any right or remedy for a breach of any term or condition of this Agreement, shall not constitute a waiver of any such failure to perform or breach of any term or condition. A waiver must be express and in writing. The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

9.18 No Assignments. Consultant may not assign the obligations under this Agreement, nor any monies due or to become due under this Agreement, without County's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Agreement at County's sole discretion. In no event shall any putative assignment create a contractual relationship between County and any putative assignee.

9.19 Successors in Interest. All rights and obligations created by this Agreement shall be in force and effect whether or not any parties to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any party's successor in interest.

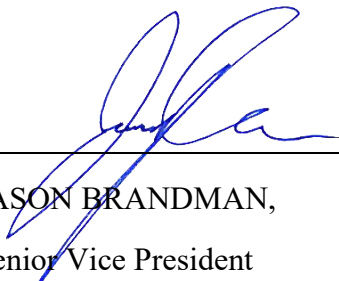
9.20 Entirety of Contract. This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

9.21 Counterparts. This Agreement may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

IN WITNESS WHEREOF, this Agreement is executed by County, acting by and through the Chair of the Board of Supervisors, and by Consultant through its duly authorized officer(s).

FCS INTERNATIONAL INC, DBA (FIRST CARBON SOLUTIONS)

By 
C. PATRICK SCHULTZ,
Chief Operating Officer

By 
JASON BRANDMAN,
Senior Vice President

NAPA COUNTY, a political subdivision of
the State of California

By _____
AMBER MANFREE, Chair
Board of Supervisors

APPROVED AS TO FORM Office of County Counsel By: <u>Chris R.Y. Apallas</u> Deputy County Counsel Date: <u>March 12, 2026</u>	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____
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EXHIBIT A SCOPE OF SERVICES

I. Description of Goods and/or Services

Consultant shall provide assistance to the County with the preparation of an Environmental Impact Report for a proposed project submitted by Dennis Pauley, E & P Properties, Inc., in accordance with Consultant's proposal dated January 23, 2026, which is hereby incorporated into this Exhibit by reference.

II. Schedule

Consultant shall perform the Scope of Services in accordance with the schedule set forth in Consultant's proposal, which is hereby incorporated into this Scope of Services by reference.

EXHIBIT B
COMPENSATION AND FEE SCHEDULE

County will pay Consultant in accordance with the fee schedule set forth in Consultant's proposal dated January 23, 2026, which is hereby incorporated into this Exhibit by reference.

EXHIBIT C

INSURANCE REQUIREMENTS

C.1 Workers Compensation Insurance. To the extent required by law during the term of this Agreement, Consultant shall provide workers compensation insurance for the performance of any of Consultant's duties under this Agreement as required by the State of California with statutory limits, and employer's liability insurance with a limit of no less than ONE MILLION DOLLARS (\$1,000,000) per accident for bodily injury or disease, all with a waiver of subrogation. Consultant shall provide County with certification of all such coverages upon request by County's Risk Manager.

C.2 Liability Insurance. Consultant shall obtain and maintain in full force and effect during the term of this Agreement the following occurrence-based liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:

C.2.1 General Liability. Commercial general liability (CGL) insurance coverage (personal injury and property damage) of not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of Consultant or any officer, agent, or employee of Consultant under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

C.2.2 Professional Liability/Errors and Omissions. Professional liability (or errors and omissions) insurance for all activities of Consultant arising out of or in connection with this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000) per claim. If the coverage includes an aggregate limit the aggregate limit shall be no less than twice the per occurrence limit.

C.2.3 Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with Consultant's business of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in paragraph C.2.1, above. If Consultant or Consultant's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, Consultant shall provide evidence of personal auto liability coverage for each such person upon request.

C.3 Certificates of Coverage. All insurance coverages referenced in paragraph C.2, above, shall be evidenced by one or more certificates of coverage or, with the consent of County's Risk

Manager, demonstrated by other evidence of coverage acceptable to County's Risk Manager, which shall be filed by Consultant with the County Department administering this Agreement prior to commencement of the Scope of Services.

C.3.1 Notice of Cancellation. The certificate(s) or other evidence of coverage shall reference this Agreement by its County number or title and department; shall be kept current during the term of this Agreement; shall provide that County shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium.

C.3.2 Multiple Insureds. The certificate(s) shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

C.3.3 Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in subparagraph C.2.1 and, for the comprehensive automobile liability insurance coverage referenced in subparagraph C.2.3 where the vehicles are covered by a commercial policy rather than a personal policy, Consultant shall also file with the evidence of coverage an endorsement from the insurance provider naming Napa County, its officers, employees, agents, and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, Consultant shall file an endorsement waiving subrogation with the evidence of coverage.

C.3.4 Additional Requirements. The certificate or other evidence of coverage shall provide that if the same policy applies to activities of Consultant not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of County shall pertain only to liability for activities of Consultant under this Agreement, and that the insurance provided is primary coverage to County with respect to any insurance or self-insurance programs maintained by County. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

C.4 Copies of Policies. Upon request by County's Risk Manager, Consultant shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

C.5 Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by County's Risk Manager, which approval shall not be denied unless the County's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of

liability associated with the activities required of Consultant by this Agreement. At the option of and upon request by County's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects County, its officers, employees, agents, and volunteers or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

January 23, 2026

Sean Trippi

County of Napa
Planning, Building, and Environmental Services Department
1195 Third Street, Suite 210
Napa, CA 94559

**Subject: E&P Technology Way Limited Scope Environmental
Impact Report in the County of Napa, California**

Dear Mr. Trippi:

We understand Napa County (County) is seeking assistance to prepare an Environmental Impact Report (EIR) and associated technical studies for the E&P Technology Way Project (proposed project).

FCS International, Inc., doing business as FirstCarbon Solutions (FCS), has more than 43 years of experience in preparing a full range of California Environmental Quality Act (CEQA) environmental review documents, including EIRs and Mitigation Monitoring and Reporting Programs (MMRPs) to support various development projects throughout the Bay Area and the state as a whole.

To that end, FCS is uniquely qualified to provide the County's requested services, as we were most recently contracted to prepare technical studies and Initial Study/Mitigated Negative Declaration (IS/MND) Response to Comments (RTC) Memorandum for the proposed project. Additionally, FCS has direct experience in the local area and has prepared other similar documents for projects throughout the County. Local examples of these projects include the ***SDG Commerce 220 Distribution Center Project EIR, Giovannoni Logistic Project EIR, Napa Airport Commerce Center EIR***, and the ***Napa Logistics Center EIR*** in the City of American Canyon, to name a few.

As a consultant of the County, we are committed to responding to your project needs in a timely and cost-effective manner. Should you have any questions regarding this Scope of Work (Scope), please contact me at 925.200.1656 or jbrandman@fcs-intl.com.

We look forward to continuing our successful working relationship with you on this important project.

Sincerely,

FirstCarbon Solutions



Jason Brandman, Senior Vice President/Directors

Proposed Scope of Services

Project Understanding

The proposed project is located within the Napa Valley Business Park Specific Plan area and the project site consists of three Assessor's Parcel Numbers (APNs): Building A is proposed on a 13.2-acre parcel on the north side of Technology Way and Morris Court (APN 057-250-030) and Building B is proposed on a 6.87-acre project site on the north side of Technology Way, opposite Gateway Road West (APNs 057-250-031 and -032 to be combined). Building A will be a 143,312-square-foot wine production facility with an annual capacity of 450,000 gallons. Key components include grape crushing, bulk wine processing and storage, stainless steel tank and barrel storage, bottling operations, and office space. A 13,000-square-foot covered outdoor work area will be situated on the north side of the building, and the site will provide 129 parking spaces plus eight semi-trailer spaces. Access will be via three new driveways: one on Technology Way and two on Morris Court, with truck circulation designed as a one-way loop. The facility will operate year-round for wine storage and bottling, with seasonal employment increasing during harvest. Water and wastewater systems will accommodate all production processes, and no retail sales or public access are proposed.

Building B will consist of a 66,915-square-foot warehouse designed for distribution and accessory office uses, consistent with Industrial Park zoning and the Napa Valley Business Park Specific Plan. The building will feature truck loading docks, roll-up doors, and circulation via a one-way loop with entry and exit points on Technology Way. Up to 30 employees will operate the facility, which will not include retail sales or public access. Both buildings will share similar architectural elements, including site-cast tilt-up concrete panels with textured coatings, storefront glazing, and painted steel canopies, with color schemes of white, green, and gray. Fire protection will be provided through sprinkler systems, water service will come from the City of American Canyon, and sewer service will be provided by the Napa Sanitation District.

Scope of Work

The County prepared an IS/MND for the proposed project that was released for public review between October 19, 2024, through November 20, 2024. During public review, comment letters were received from the California Department of Fish and Wildlife (CDFW) and Adams Broadwell on behalf of the Napa-Solano Residents for Responsible Development (NSRRD). Following conclusion of the review period, FCS assisted the County with preparation of the RTC. The project was scheduled for Planning Commission on December 3rd, 2025, but received a series of letters including from David Graves, a private individual, Adams Broadwell on behalf the NSRRD and Water Audit of California, prior to the hearing and was removed from consideration. The comment letters received primarily focused on concerns regarding Air Quality, Biological Resources, Greenhouse Gas (GHG) Emissions, Energy, and Transportation.

Accordingly, FCS recommends preparation of a Limited Scope EIR to expand upon the conclusions of the IS/MND, as discussed below.

Task 1: Project Initiation and Kick-off Meeting

FCS will review relevant background material, develop an initial data needs list, and coordinate with the County to schedule a kick-off meeting (it is anticipated that the kick-off meeting will be completed via teleconference).

The intent of the kick-off meeting is to clarify and confirm the details of the Scope and schedule, obtain copies of relevant information, and identify key points of contact. FCS will review relevant background documents to ensure project understanding. It is typically helpful to have all relevant team members attend this call (i.e., applicant, civil engineering design team, and general contractor, if applicable). FCS will also provide a Request for Information (RFI), which will detail additional information needed to complete CEQA analyses. A total of two hours have been assumed for computer-aided design data coordination and preparation.

Task 2: CEQA-compliant Project Description

FCS will review and update the project description included in the previous IS/MND. Using the information provided in that Project Description and obtained during project initiation, FCS will update the comprehensive Project Description per CEQA requirements for the County's review and approval. The Project Description will identify the project location, describe the project characteristics, identify necessary approvals, and list other agencies that may use the document for environmental review. The Project Description will use graphics and tables to clearly convey relevant information to the reviewer and will include all of the information required to define the proposed project for the purposes of CEQA, including a clear explanation of the development components of the proposed project, a description of the construction and operational activities associated with the proposed project, and clearly illustrated project components displayed in exhibits based on Geographic Information System data.

The approved Project Description will form the basis for evaluating the proposed project in the EIR. The draft Project Description will be submitted to the County for review and approval prior to the development of the Administrative Draft EIR. It is assumed that the County will provide one set of consolidated, vetted comments (with tracked changes in the Microsoft Word document) on the draft Project Description and a complete RFI to FCS within two weeks of submittal. FCS will revise the Project Description and provide it to the County within one week for final approval. Changes to the Project Description made after the County have issued their approval may require a Change Order and may extend the project schedule.

DELIVERABLE:

- Electronic copy (via email in Microsoft Word format and PDF) of the Project Description to the County.

Task 3: Technical Analyses

This task includes technical analyses performed by FCS to support the preparation of the EIR. This scope of work also assumes use of the transportation study prepared by W-Trans.

Subtask 3.1: Air Quality Assessment, Greenhouse Gas Emissions and Energy Assessment, and Health Risk Assessment

FCS will prepare an air quality, GHG emissions, and energy analysis to evaluate project-related construction and operational activities. The analysis will be wholly contained in the appropriate sections of the EIR with any relevant supporting technical data appended to the document.

Air Quality Analysis

FCS will prepare an air quality analysis consistent with the requirements of the State CEQA Guidelines and the Bay Area Air Quality Management District (Bay Area Air District) to support the CEQA document. The proposed project would include construction and operational activities that would generate ozone precursor and criteria air pollutant emissions. FCS will use methodologies and guidance from the Bay Area Air District's CEQA Air Quality Guidelines to model and evaluate the project's air quality impacts.

Short-term construction emissions will be quantified using the latest version of the California Emissions Estimator Model. The modeling will incorporate the type and size of the proposed uses, construction phasing schedule, and other construction data (duration of construction, area of land to be disturbed/graded, etc.).

Long-term (i.e., operational) regional criteria air pollutant and precursor estimates will include emissions from the proposed project's area, and stationary and mobile sources. Mobile-source emissions will be based, in part, on the transportation analysis to be prepared for this project. Stationary sources, such as emergency generators, if part of the proposed project, will be quantified using appropriate emission factors and methodologies from Bay Area Air District, California Air Resources Board (ARB), and/or the US Environmental Protection Agency.

Subtask 3.1.1: Health Risk Assessment

The Bay Area Air District suggests that impacts associated with toxic air contaminant (TAC) exposure should be addressed on a case-by-case basis, taking into consideration the specific construction-related characteristics of each project and proximity of sensitive receptors to sources of TACs. Although the proposed project is located within an industrial area and is not located near residential uses, the Bay Area Air District considers workers to be sensitive receptors. To comply with Bay Area Air District guidance and to proactively address any potential public comments on health risks, FCS recommends performing a Health Risk Assessment (HRA) to evaluate potential construction-related TAC impacts. The major TAC that affects health impacts in the air is diesel particulate matter (DPM). DPM from the operation of diesel trucks and heavy construction equipment has been identified by the ARB as a carcinogen that can result in long-term health impacts. The following tasks will be required for the HRA:

- Define what a sensitive receptor is and identify nearby sensitive receptors.
- Identify applicable federal, State, and Bay Area Air District rules and regulations.
- Identify health risk standards and acceptable cancer and acute and chronic non-cancer risk thresholds from diesel emissions that are detailed in the California Office of Environmental Health Hazard Assessment (OEHHA) HRA Guidelines.
- Obtain the on-site construction equipment DPM emissions rates that were calculated in the air quality analysis prepared for the proposed project.
- Obtain the daily construction truck trip estimates used in the air quality analysis and calculate off-site heavy-duty truck DPM emissions rates within 1,000 feet of the project site.

- Calculate the DPM concentrations at the nearby sensitive receptors associated with the on-site construction equipment and off-site truck emissions up to 1,000 feet from the project site using the emissions rates calculated in the previous steps and the methodology described in the OEHHA HRA Guidelines.
- Utilize the prior task's calculated toxic air emission levels to calculate the cancer risk and the chronic and acute non-cancer health impacts at the nearby residential uses from construction of the proposed project.

FCS assumes that an operational HRA **will not be warranted** to identify and quantify the potential cumulative health risks during project operations. However, in the process of evaluating operational air quality emissions, FCS will confirm whether potential operation emission levels would warrant an HRA. If an operational HRA is required, it would be accomplished as an additional service not included in this Scope. Alternatively, if an operational HRA is requested by the applicant, then one can be prepared by FCS according to the tasks outlined in *Subtask 3.1.1*.

Greenhouse Gas Emissions Analysis

FCS will quantify the proposed project's construction and operational GHG emissions using assumptions and methodologies consistent with those used in the air quality analysis. Estimated GHG emissions will be evaluated against appropriate cumulative significance thresholds established in the Bay Area Air District CEQA Guidelines.

Pursuant to CEQA Guidelines Appendix G, FCS will also evaluate the project's design and purpose in the context of consistency with applicable GHG emissions reduction plans, including any relevant Climate Action Plan. The GHG Emissions Analysis will also address the California Supreme Court ruling on the Newhall Ranch project and will utilize current approved methods for quantifying GHG emissions impacts. Additional measures or design considerations will be proposed, as necessary, to reduce potential impacts to less-than-significant levels.

Energy Analysis

FCS will provide an analysis of energy impacts consistent with the CEQA Guidelines Appendix F Energy analysis requirements. The energy analysis will summarize relevant federal, State, and local regulations and policies that address energy consumption and demand, alternative fuels, and nonrenewable resources to determine whether the proposed project would conflict with or obstruct any required policies or mandatory measures related to energy conservation. Using the model inputs and assumptions associated with the air quality and GHG emissions analyses, FCS will provide energy consumption estimates associated with the construction and operation of the project. Specifically, the analysis will calculate on-site construction equipment fuel and electricity consumption; off-site construction vehicle fuel consumption; and project operation electricity, natural gas, and vehicle fuel consumption, as applicable. The energy analysis will consider project design features that may affect the energy efficiency of the proposed project.

Data Needs and Assumptions

FCS will prepare and submit an RFI for the applicant to provide all necessary construction and operational parameters required for modeling. This Scope assumes that data collection can be completed within 10 staff hours and that project information is sufficiently stable to avoid repeated revisions to the collected data. If additional effort is needed to gather sufficient data for the modeling, an augmentation to this Scope may be

warranted. This analysis will be completed within six weeks of receipt of the RFI response, necessary traffic data, and the client-approved Project Description. If changes are made to the Project Description that would require re-modeling for the above Scope, it would be accomplished as an additional service not included in this Scope.

Subtask 3.2: Biological Resources Analysis

FCS will prepare an updated Biological Resources Memorandum based on the same project site boundary and site plan as shown in the 2024 Biological Resources Assessment prepared by FCS (2024 BRA) used to support the County's IS/MND. FCS will detail the results of the Biological Resources Memorandum in the Biological Resources section of the EIR, inclusive of existing site conditions, updated regulatory setting, impact analyses, and recommendations for mitigation.

Review of the 2024 BRA

A qualified FCS Biologist familiar with biological resources and regulations in the County will review the 2024 BRA and supporting reports (e.g., 2024 Bird Memorandum and 2023 Rare Plant Survey Memorandum) to identify content that may have been subject to change and will identify content and analysis that is expected by the County, resource agencies, and/or required in the CEQA Environmental Checklist.

Biological Survey and Habitat Mapping

Following review of the 2024 BRA and supporting reports, a qualified FCS Biologist will conduct a reconnaissance-level biological survey of the project site to identify to which extent the conditions related to regulated biological resources on the ground may have changed since previous surveys. Specifically, FCS will identify the project site's general biological resources, and document plant communities, incidental observations of wildlife and plant species, and regulated/protected aquatic resources. The general distribution of plant communities and land cover types will be mapped. The field survey will focus on determining suitable habitat for sensitive plant and wildlife species as well as any sign of wildlife movement through the project site. Photos will be taken to document biological resources present on-site.

General locations of sensitive biological resources identified during the survey will be mapped with the aid of topographic maps, current aerial photographs, and sub-meter accurate handheld global positioning system units, if needed. Sensitive biological resources include any plants and animals considered rare, endangered, threatened, sensitive, or otherwise unique by government agencies, including but not limited to the CDFW and US Fish and Wildlife Service (USFWS), or recognized conservation organizations, such as the California Native Plant Society; sensitive communities; federally- or state-regulated wetlands; wildlife nursery sites; and movement corridors. (Note that this task does not include protocol-level or species-specific surveys such as a protocol-level rare plant survey, Swainson's hawk (*Buteo swainsoni*) detection surveys, tree surveys, or others. If it is determined that these surveys will be needed, FCS will be able to provide these services following a budget augment).

Preparation of a Biological Resources Memorandum

Following review and conducting surveys, FCS will replace any outdated content of the 2024 BRA (including all database search results and interpretation, regulatory background sections, and others), and will add content and analysis where necessary (including a CEQA Checklist-guided impact analysis, mitigation measures, and others).

Specifically, this task will include the following elements expected by the County as outlined in the 2016 *Guidelines for Preparing Biological Resources Reconnaissance Surveys*:

Existing information including maps, aerial photographs, documents, and correspondence relative to the project site will be reviewed and analyzed. Data to be reviewed for the project site includes, but is not limited to:

- Literature pertaining to habitat requirements of special-status species potentially occurring on the site;
- The CDFW lists of special-status plants and animals;
- California Natural Diversity Database, Information for Planning and Consultation tool, and California Native Plant Society Electronic Inventory information regarding special-status species potentially occurring on the project site or in the vicinity;
- The Federal Register listing package for each federally-listed endangered or threatened species and/or their Critical Habitat potentially occurring on the site;
- US Geological Service topographic maps and current aerial photos, the USFWS National Wetland Inventory, and other geospatial databases will be reviewed.

The results of the field survey and background research will be documented in a Memorandum, which will evaluate the potential of the project site to support sensitive biological resources; describe the existing biological conditions on-site; provide a list of special-status species considered in the assessment and their potential for occurrence; evaluate potential project-related impacts on sensitive biological resources; and recommend additional surveys and/or avoidance, minimization, and mitigation measures, if/as appropriate.

ASSUMPTIONS:

- Access and permission to enter the above-described project area must be granted to FCS in writing prior to field surveys.
- FCS is not responsible for delays due to conditions or circumstances outside of FCS control, such as (but not limited to) weather, site conditions (i.e., prohibited access, unsafe conditions, flooding), fire, etc.
- Direct costs associated with the tasks described above, including mileage for travel to the site, survey equipment, and postage, are included in identified fees.
- The impact analysis will be based on one set of plans provided by the applicant.

DELIVERABLES:

- Electronic copy (via email or Dropbox in Microsoft Word format and PDF) of the Draft BRA.
- Electronic copy (via email or Dropbox in PDF) of the BRA.

Task 4: Notice of Preparation and Scoping Meeting

FCS will prepare a Draft Notice of Preparation (NOP) in accordance with CEQA Guidelines Section 15082. The NOP will identify the project location, provide a summary of the project characteristics, and list probable environmental effects, supported by tables and color graphics. FCS will submit the Draft NOP to the County. It is assumed that the County will provide one set of consolidated, vetted comments (with tracked changes in the Microsoft Word document) on the Draft NOP to FCS within two weeks of submittal. Once FCS receives these comments, FCS will complete revisions and prepare an NOP for public review. The previously prepared IS/MND will be attached as an appendix to the NOP to support the scope of review proposed for the Draft EIR. FCS will submit the NOP and accompanying Notice of Completion (NOC) to the State Clearinghouse (SCH) electronically. The County will be responsible for distributing the NOP to public agencies and private parties.

DELIVERABLES:

- Electronic copy (via Dropbox in Microsoft Word format) of the Draft NOP to the County.
- Electronic copy (via Dropbox in PDF) of the NOP to the County.
- Electronic copy (via CEQAnet) of the NOP and NOC to the SCH.

Public Scoping Meeting

Following release of the NOP, the County will hold a public scoping meeting, which FCS representatives will attend. During the meeting, FCS will monitor comments received, answer questions as directed by County staff, and, following the meeting, provide a summary of public comments regarding any environmental concerns raised. Input will be used to focus the issues to be addressed in the Draft EIR. The summary of verbal comments and the written comments letters will be appended to the Draft EIR. A summary of the verbal and written comments will be included in the Introduction section of the Draft EIR.

DELIVERABLES:

- Electronic copy (via email or Dropbox in Microsoft Word format) of the summary of public comments regarding environmental concerns to the County.

Task 5: Administrative Draft EIR

FCS will prepare the Administrative Draft EIR in accordance with the applicable requirements contained in CEQA Guidelines Sections 15120 through 15132 and will incorporate comments received on the NOP and the previously prepared IS/MND. Expanding upon the conclusions of the IS/MND, where applicable, the Administrative Draft EIR will identify potentially significant impacts, feasible mitigation measures, and the residual significance after mitigation has been implemented. Topics fully addressed by the previously prepared IS/MND will be briefly summarized but will not be addressed in a stand-alone topical discussion. The Administrative Draft EIR will include narrative text, tables, exhibits, and technical appendices. The anticipated contents of the Administrative Draft EIR are listed as follows:

- | | |
|-----------------------|------------------|
| ■ Executive Summary | ■ GHG Emissions |
| ■ Introduction | ■ Transportation |
| ■ Project Description | ■ Alternatives |

- Environmental Impact Analysis
- Air Quality
- Biological Resources
- Energy
- Other CEQA Considerations
- Effects Found Not To Be Significant
- List of Preparers and Contributors
- Technical Appendices inclusive of the previously prepared IS/MND

Executive Summary

In accordance with CEQA Guidelines Section 15123, the Executive Summary will summarize the proposed project; list the environmental topics that are comprehensively addressed in the Draft EIR; list the project alternatives; identify potential areas of controversy; and provide a matrix listing environmental impacts, mitigation measures, and the residual significance of all impacts.

Introduction

The *Introduction* section will summarize the purpose and background of the proposed project, identify the lead agency, and describe the scope of the Draft EIR and the document's organization. The Introduction will also identify the environmental topics that have been scoped out and, thus, are not being re-evaluated in the Draft EIR.

Project Description

One of the first key actions will be to formulate a working description of the project. FCS will utilize the Project Description that was created under Task 2, which will articulate the project's overall objectives. FCS will prepare the *Project Description* section of the Draft EIR based upon information provided during project initiation and comments received on the NOP.

Pursuant to CEQA Guidelines Section 15124, the Project Description will identify the project location, describe the project characteristics, list the project objectives, identify necessary approvals, and list other agencies that may use the document. The Project Description will also describe the relationship of the project to the County's General Plan. The Project Description will use color graphics and tables to clearly convey relevant information to the reviewer.

Thresholds of Significance

FCS will work with the County to determine thresholds of significance for each environmental issue to be addressed in the Draft EIR. The thresholds will be stated in each topical section of the Draft EIR to clearly illustrate the analytical process used to identify potential project effects.

Effects Identified as Potentially Significant

FCS will conduct an environmental analysis of the proposed project to include documenting baseline conditions, conducting project and cumulative impact evaluations, and formulating mitigation measures for each environmental issue that result in a potentially-significant impact. As outlined above, a series of technical reports will be the basis for preparation of the Draft EIR. FCS will summarize and incorporate the findings and

recommendations of these technical reports into the document, as appropriate, based on their level of significance.

Cumulative Effects

FCS will describe the reasonably foreseeable projects within a County-approved defined study area that may result in cumulative impacts associated with the proposed project. This Scope assumes that the County will provide FCS with a list of cumulative projects to be included in the analysis.

Cumulative projects may be defined within a specified area around the project site as (1) projects constructed, but not occupied; (2) projects approved, but not constructed; (3) pending projects for which pre-filing or filing of an application with its respective Lead Agency has occurred; and (4) anticipated or announced projects for which no application has yet been filed with the Lead Agency. However, note that the geographical extent of the evaluation area for cumulative impacts varies, depending upon the technical issue to be addressed. For instance, the evaluation area for air quality encompasses the local air basin, while the evaluation area for traffic encompasses the local roadway network. Findings of recent court cases will be used to address all pertinent issues. Cumulative projects will be discussed for each technical issue. Growth-inducing impacts will be evaluated separately in the Draft EIR in the Other CEQA Considerations section.

Alternatives

Pursuant to CEQA Guidelines Section 15126.6, the EIR will evaluate a range of feasible alternatives to the proposed project. One of the alternatives will be the CEQA-mandated “No Project Alternative,” which is the circumstance under which the project does not proceed. FCS will evaluate up to two additional alternatives. In addition, the Alternatives section will address the feasibility of any alternatives that were initially considered but rejected from further consideration. Each alternative will be described in sufficient detail and evaluated on a topical section basis against the proposed project to determine if it will have fewer, equivalent, or greater impacts. A matrix will be provided comparing each alternative’s impacts on the various topical areas. The environmentally superior alternative will be identified.

Inclusion of Previous Prepared ISMND

CEQA Guidelines Section 15143 establishes that EIRs must focus on significant impacts on the environment and need not discuss in detail effects that are clearly insignificant or unlikely to occur. It further states that effects dismissed in an Initial Study as clearly insignificant and unlikely to occur need not be discussed further in the EIR unless the Lead Agency subsequently receives information inconsistent with the finding in the Initial Study. Furthermore, CEQA expressly states that a copy of the Initial Study may be attached to the EIR to provide the basis for limiting the impacts discussed. As such, FCS will include the previously prepared IS/MND as a technical appendix to the EIR to support the limited scope of the EIR and will refer to it as needed throughout.

DELIVERABLE:

- Electronic copy (via Dropbox in Microsoft Word format and PDF) of the Administrative Draft EIR (with technical studies appended) to the County.

Task 6: Screencheck Draft EIR

It is assumed that the County will provide one set of consolidated, vetted comments (with tracked changes in the Microsoft Word document) on the Administrative Draft EIR. Once FCS receives these comments, FCS will complete revisions and prepare a Screencheck Draft EIR for review. Note that this Scope assumes only one round of County comments and revisions to the Administrative Draft EIR. Should the estimated hours needed to complete this task exceed the cost identified herein, FCS will coordinate with the County regarding the need for additional funds to ensure incorporation of all comments and edits.

DELIVERABLE:

- Electronic copy (via Dropbox in Microsoft Word format and PDF) of the Screencheck Draft EIR to the County. FCS will also provide a track change version of the Screencheck Draft EIR for reference.

Task 7: Public Draft EIR

We assume that the County will provide one set of consolidated, vetted comments (with tracked changes in the Microsoft Word document) on the Screencheck Draft EIR. Upon receipt of final County comments on the Screencheck Draft EIR, FCS will proceed with finalizing and producing the Draft EIR for public review. This task assumes technical staff time to complete revisions to the Draft EIR, plus editing and administrative staff time to prepare the document for publication. If additional hours are required, FCS will prepare a budget augment to cover the additional level of effort.

FCS will prepare, and County staff will distribute copies of the Draft EIR to responsible agencies and the public for a 45-day public review period. FCS will provide the SCH with an electronic copy of the document (and appendices) and required notices and forms (the NOC, Notice of Intent to Adopt [NOI], and Summary Form) via CEQAnet to begin the public review period. FCS will be responsible for drafting the NOC and Summary Form and the County will be responsible for drafting the NOI. FCS will provide copies of the Draft EIR to the County, and the County will be responsible for local distribution, noticing, and posting. Finally, this Scope assumes that County staff will prepare and mail all notices associated with the Draft EIR to local agencies and interested parties.

DELIVERABLES:

- Electronic copy (via Dropbox in PDF) of the Draft EIR and appendices to the County.
- 3 hard copies (appendices on flash drive) of the Draft EIR to the County.
- Electronic copy (via CEQAnet) of the Draft EIR and appendices, NOC, NOI, and Summary Form to the SCH.

Task 8: Administrative Final EIR

FCS will prepare an Administrative Final EIR in accordance with the applicable requirements contained in CEQA Guidelines Sections 15088 and 15089. The Administrative Final EIR will list all agencies, organizations, and individuals who submitted written comments on the Draft EIR during the public review period and provide written responses to those comments. To enhance readability and avoid redundancy, FCS will use Master Responses to address frequent and reoccurring comments on the Draft EIR's analysis. Additionally, the

Administrative Final EIR will contain an Errata, which will document minor changes to the Draft EIR text in strikeout-underline format.

FCS representatives will attend a public comment session concerning the Draft EIR during the public review period (meeting attendance at the public comment session is accounted for in *Task 14: Meeting and Public Hearings Attendance*).

Based on FCS's experience responding to comments on recent County projects, as well as the comments received on the IS/MND, FCS has budgeted for up to 90 hours of FCS staff time (including technical, editing, and administrative personnel) to prepare the RTCs and Errata of the Final EIR. Together with the County, FCS will evaluate the volume and complexity of comments received on the Draft EIR. If additional time is required beyond what is budgeted, FCS will prepare a budget augment to cover the actual level of effort.

DELIVERABLE:

- Electronic copy (via Dropbox in Microsoft Word format) of the Administrative Final EIR to the County.

Task 9: Screencheck Final EIR

This task assumes that the County will provide one set of consolidated, vetted comments (with tracked changes in the Microsoft Word document) on the Administrative Final EIR. Upon receipt of the consolidated set of comments, FCS will prepare the Screencheck Final EIR.

The intent of the Screencheck Final EIR is to allow County staff to review final changes to the Final EIR prior to publication. It is anticipated that any comments on the Screencheck Final EIR would concern minor points and not require major revisions. Should hours spent on this task exceed the cost identified herein, FCS will coordinate with the County regarding the need for additional funds to ensure implementation of all comments in the Screencheck Final EIR.

DELIVERABLE:

- Electronic copy (via Dropbox in Microsoft Word format and PDF) of the Screencheck Final EIR to the County. FCS will also provide a track change version of the Screencheck Final EIR for reference.

Task 10: Final EIR

It is assumed that the County will provide one set of consolidated, vetted comments (with tracked changes in the Microsoft Word document) on the Screencheck Final EIR and that those comments will concern minor points and not require major revisions. Upon County approval of the Screencheck Final EIR, FCS will proceed with finalizing and producing the Final EIR (consisting of the RTCs and Errata). This task assumes technical staff time will be required to complete revisions to the Final EIR, plus editing and administrative staff time to prepare the document for publication. If additional hours are required, FCS will prepare a budget augment to cover the actual level of effort.

FCS will provide copies of the Final EIR to the County, who will be responsible for local distribution, noticing, and posting. FCS will also prepare the Notice of Determination (NOD) for the project which the County will file, within

five business days of EIR certification. This Scope assumes that County staff will prepare and mail all notices associated with the Final EIR to local agencies and interested parties, including those who submitted comments.

DELIVERABLES:

- Electronic copy (via Dropbox in PDF) of the Final EIR to the County.
- An electronic copy of the NOD to the County.

Task 11: Mitigation Monitoring and Reporting Program

FCS will prepare a comprehensive Draft MMRP, pursuant to CEQA Guidelines Section 15097. The MMRP will contain all mitigation measures identified in the EIR. This comprehensive MMRP will provide County staff with a single source of reference to the full range of mitigation measures to be implemented. For each measure or group of similar measures, the agency responsible for ensuring proper implementation will be identified, along with the timing and method of verification. The MMRP will be included in the Final EIR submittal.

Once FCS receives consolidated, vetted comments (with tracked changes in the Microsoft Word document) on the Draft MMRP, FCS will complete revisions and provide the County with a final MMRP.

DELIVERABLES:

- Electronic copy (via email in Microsoft Word format) of the Draft MMRP to the County.
- Electronic copy (via email in PDF) of the MMRP to the County.

Task 12: Findings of Fact and Statement of Overriding Considerations

Pursuant to CEQA Guidelines Sections 15091 and 15093, FCS will prepare Draft Findings of Fact for each potentially significant effect identified in the EIR and a Statement of Overriding Considerations for any unavoidable significant impacts associated with the proposed project. The Findings of Facts will be based upon the Final EIR including the Errata. As required by the CEQA Guidelines, one of three findings must be made for each significant effect and must be supported by substantial evidence in the record. The Statement of Overriding Considerations will rely on input from the project team regarding the benefits of the project. Once FCS receives consolidated, vetted comments (with tracked changes in the Microsoft Word document) on the Draft Findings of Fact and Statement of Overriding Considerations, FCS's Project Manager will consult with the County to finalize the Findings of Fact and Statement of Overriding Considerations.

DELIVERABLES:

- Electronic copy (via Dropbox in Microsoft Word format) of the Draft Findings of Fact and Statement of Overriding Considerations to the County.
- Electronic copy (via Dropbox in PDF) of the Findings of Fact and Statement of Overriding Considerations to the County.

Task 13: Meeting and Public Hearings Attendance

This Scope assumes that FCS's Project Director or Project Manager will attend the following meetings:

Coordination Meetings:

- Up to sixteen half-hour bi-weekly meetings with County staff conducted during the preparation of the EIR. It is assumed that these meetings can be completed via conference call.

Public Comment Meetings (during public review of the Draft EIR):

- Planning Commission: one, four-hour meeting.

Final EIR and Project Entitlements:

- Planning Commission: one, four-hour meeting.
- Board of Supervisors: one, four-hour meeting.

The cost for the Public Scoping Meeting is included in Task 4. As noted, the meetings would consist of a combination of coordination meetings with staff and public hearings. A not-to-exceed budget has been established to cover attendance at the meetings. If the County requests additional meeting attendance by FCS staff, or if the amount of time involved in these meetings exceeds the initial budget allocation, FCS will notify County staff of the additional costs and obtain authorization for the extra meeting time.

Task 14: Project Management and Coordination

In addition to the research, analysis, communication, and report writing tasks described above, FCS will perform a variety of project management duties to ensure that the EIR meets the County's standards of quality, and that it is delivered on time and within budget. These duties will include team supervision and coordination, oral and written communications with County staff, project accounting, and quality assurance review of all deliverable products by FCS's Project Director and Technical Editor. These services will also include ongoing support to County staff, such as providing input to staff reports, regular schedule updates, and discussions of technical issues. This task assumes 60 hours of staff time. If additional FCS project management time is requested by the applicant, or if the amount of time involved in project management exceeds the initial budget allocation, FCS will notify the applicant of the additional costs and obtain authorization for the extra project management time.

Tasks Outside the Scope of Work

The following are tasks that FCS has identified as falling outside its Scope for the proposed project.

Newspaper Noticing/Local Noticing

FCS assumes that County staff will be responsible for any public noticing related to the EIR including the Notice of Availability and noticing of public meeting(s) at which the EIR will be considered for certification.

Notice of Determination Filing/Payment of Fees

FCS assumes that the applicant or County staff will be responsible for filing the NOD with the County Clerk's Office within five business days of certification of the EIR. Please be advised that as of January 1, 2026, the

filing fees for an EIR are \$4,227.50 (CDFW fee) plus a \$50 County handling fee, for a grand total of **\$4,277.50**. The applicant will be responsible for paying the associated filing fees.

Schedule

FCS has prepared the following schedule outlining the anticipated timing of each task.

Task	Week
Task 1 Project Initiation and Kick-off Meeting	1
Task 2 CEQA-compliant Project Description	2-4
– <i>Submit CEQA-compliant Project Description</i>	2
– <i>Receive Comments on CEQA-compliant Project Description</i>	3
– <i>Submit Final CEQA-compliant Project Description</i>	4
Task 3 Technical Analyses	1-7
Subtask 3.1 Air Quality Assessment, GHG Emissions and Energy Assessment, and HRA ¹	7
Subtask 3.2 Biological Resources Analysis	7
Task 4 NOP and Scoping Meeting	3-9
– <i>Submit Administrative NOP</i>	3
– <i>Receive Comments on NOP</i>	4
– <i>Start of Public Scoping Period (Begin 30-day Public Review)</i>	5
– <i>Public Scoping Meeting</i>	TBD (to occur during public scoping period)
– <i>30-day Public Review Period Ends</i>	9
Task 5 Administrative Draft EIR	1-14
– <i>Submit Administrative Draft EIR</i>	11
– <i>Receive Comments on Administrative Draft EIR</i>	14
Task 6 Screencheck Draft EIR	17-20
– <i>Submit Screencheck Draft EIR</i>	17
– <i>Receive Comments on Screencheck Draft EIR</i>	20
Task 7 Public Draft EIR	22-28
– <i>Begin 45-day Public Review Period</i>	22

Task	Week
– 45-day Public Comment Period Ends	28
Task 8 Administrative Final EIR	29-36
– Meet with County to review comments received	29
– Submit Administrative Final EIR ²	33
– Receive Comments on Administrative Final EIR	36
Task 9 Screencheck Final EIR	38-40
– Submit Screencheck Final EIR	38
– Receive Comments on Screencheck Final EIR	40
Task 10 Final EIR	41
Task 11 MMRP	38-41
– Submit Draft MMRP	38
– Receive Comments on MMRP	40
– Submit MMRP	41
Task 12 Findings of Fact and Statement of Overriding Considerations	38-41
– Submit Draft Findings of Fact and Statement of Overriding Considerations	38
– Receive Comments on Findings of Fact and Statement of Overriding Considerations	40
– Submit Findings of Fact and Statement of Overriding Considerations	41
Task 13 Meetings and Public Hearings Attendance	TBD
Task 14 Project Management and Coordination	Ongoing
File NOD with County Clerk	Within five business days of EIR Certification

Note:

¹ Assumes that the project trip generation forecast and intersection traffic volumes will not change. This analysis will be conducted six weeks after receipt of the responses to the RFI, or a City-approved Project Description, whichever is latest.

² Dependent on volume and complexity of comments.

Proposed Budget

FCS has prepared the following budget identifying the costs of each task.

Task	Fees
Task 1 Project Initiation and Kick-off Meeting	\$4,275
Task 2 CEQA-compliant Project Description	\$2,950
Task 3 Technical Analyses	
Subtask 3.1 Air Quality Assessment, GHG Emissions and Energy Assessment, and HRA	\$16,725
Subtask 3.2 Biological Resources Analysis	\$7,530
Task 4 NOP and Scoping Meeting	\$5,920
Task 5 Administrative Draft EIR	\$39,845
Task 6 Screencheck Draft EIR	\$19,210
Task 7 Public Draft EIR	\$8,675
Task 8 Administrative Final EIR	\$17,100
Task 9 Screencheck Final EIR	\$7,940
Task 10 Final EIR	\$2,420
Task 11 MMRP	\$2,325
Task 12 Findings of Fact and Statement of Overriding Considerations	\$6,550
Task 13 Meeting and Public Hearings Attendance	\$6,030
Task 14 Project Management and Coordination	\$9,875
Total FCS Professional Labor	\$157,370
Direct Costs	
Information Center, Reprographics, Mileage, Deliveries, etc.	\$2,090
Total FCS Professional Fee	\$159,460

Assumptions

The assumptions used in calculating the above fees are:

- If project design changes or revisions to the TIA occur such that remodeling for the purposes of the air quality, GHG emissions, energy, and noise analyses is required, any additional modeling would be completed under an augment.
- Reimbursable expenses have been included in the table above. These direct costs, including, but not limited to those items presented below, will be reimbursable upon provision of proper documentation:

- Purchases of project materials
 - Reproduction, reprographics, document production, printing and photography
 - Postage, messenger, delivery, and overnight mailing
 - Mileage, noticing, and record searches
 - Other miscellaneous costs directly related to the project
- There will be no significant revisions to the submitted development application. If there is a change in the Project Description by the applicant, a budget adjustment will be required to account for the project revisions.
 - This price is based on completion of the work within the proposed schedule. If delays occur, an amendment of the price would be warranted to accommodate additional project management and other costs and to reflect adjustments for updated billing rates.
 - The fee is valid for up to 30 days from the date of this Scope, after which it may be subject to revision.
 - Costs have been allocated to tasks based upon FCS's proposed approach. During the work, FCS may, on its sole authority, re-allocate costs among tasks and/or direct costs, as circumstances warrant, so long as the adjustments maintain the total price within its authorized amount.
 - The FCS Project Manager will be the primary representative at the project meeting and public hearing.
 - This Scope assumes that no hard copies of deliverables will be provided, except as indicated above. If additional hard copies are requested, a change order may be required to cover costs of producing the copies. Printing costs are estimated and will be finalized at the time of printing. Printing costs are based on the number of products, method of printing and binding, estimated page lengths, and inclusion of digital version (CD or flash drive). FCS will specifically identify a detailed reproduction work plan with more specific costs upon request.

Invoice Billing

Invoices will be submitted monthly and will identify project progress on a percent-complete basis.