

**Consero Solutions**  
**Professional Services Agreement (“PSA”)**

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ("Agreement"), dated as of March 26, 2024 (“Effective Date”) is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Consero Solutions (hereinafter "Consultant" or “Consero”).

RECITALS

WHEREAS, Consultant represents that it is, and is contracting with, a duly qualified cost-benefit analysis consultant, experienced in the preparation of Cost-Benefit Analysis for the Climate Resilience Comprehensive Action Plan and related services; and

WHEREAS, in the judgment of the County, it is necessary and desirable to employ the services of Consultant for County of Sonoma cost-benefit analysis for the Climate Resilience Comprehensive Action Plan.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. Scope of Services.

1.1 Consultant's Specified Services.

Consultant shall perform the services described in Exhibit “A,” attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibit “A” and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit “A”, the provisions in the body of this Agreement shall control.

1.2 Cooperation With County.

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

1.3 Performance Standard.

Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state, and local laws,

it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Consultant's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with County to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

#### 1.4 Assigned Personnel.

- a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from County.
- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County. With respect to performance under this Agreement, Consultant shall employ the following key personnel: Petrea Marchand, Danaka DeBow, Ella Manashil, Laura Duffy, Natalie McDonald, Steven Moss, Dr. Richard McCann, Jane Gray, Madelyn Murray, Maryse Suppiger, Avaree Dunn.
- c. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

## 2. Payment.

For all services and incidental costs required hereunder, Consultant shall be paid in accordance with the following terms:

### 2.1 Time and Materials.

Consultant shall be paid on a time and material/expense basis in accordance with the budget set forth below in Exhibit B, provided, however, that total payments to Consultant shall not exceed \$218,721, without the prior written approval of County. Consultant shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

Unless otherwise noted in this Agreement, payments shall be made within the normal course of County business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Consultant does not qualify, County requires that a completed and signed Form 587 be provided by the Consultant in order for payments to be made. If Consultant is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the Consultant agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Consultant has the option to provide County with either a full or partial waiver from the State of California.

### 3. Term of Agreement.

The term of this Agreement shall be from **March 26, 2024 to December 31, 2024** unless terminated earlier in accordance with the provisions of Article 4 below.

### 4. Termination.

#### 4.1 Termination Without Cause.

Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Consultant.

#### 4.2 Termination for Cause.

Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

#### 4.3 Delivery of Work Product and Final Payment Upon Termination.

In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to County all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement

and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

#### 4.4 Payment Upon Termination.

Upon termination of this Agreement by County, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Consultant.

#### 4.5 Authority to Terminate.

The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or County Administrator, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

### 5. Indemnification.

Consultant agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant's obligations under this Section apply whether or not there is concurrent or contributory negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

### 6. Insurance.

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit C, which is attached hereto and incorporated herein by this reference.

### 7. Prosecution of Work.

The execution of this Agreement shall constitute Consultant's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed, and the parties shall discuss what, if any, modification of the terms of this Agreement may be required in order to arrive at an equitable solution

#### 8. Extra or Changed Work.

Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes which do not exceed the delegated signature authority of the Department may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors or Purchasing Agent must authorize all other extra or changed work which exceeds the delegated signature authority of the Department Head. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

#### 9. Representations of Consultant.

##### 9.1 Standard of Care.

County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state, and local laws, it being understood that acceptance of Consultant's work by County shall not operate as a waiver or release.

##### 9.2 Status of Consultant.

The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor, and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

##### 9.3 No Suspension or Debarment.

Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Consultant becomes debarred, consultant has the obligation to inform the County.

#### 9.4 Taxes.

Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish County with proof of payment of taxes on these earnings.

#### 9.5 Records Maintenance.

Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

#### 9.6 Conflict of Interest.

Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Consultant's or such other person's financial interests.

#### 9.7 Statutory Compliance/Living Wage Ordinance.

Consultant agrees to comply with all applicable federal, state, and local laws, regulations, statutes, and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended, or modified during the term of this Agreement. Without limiting the generality of the foregoing, Consultant expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

#### 9.8 Nondiscrimination.

Without limiting any other provision hereunder, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation, or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

#### 9.9 AIDS Discrimination.

Consultant agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

#### 9.10 Assignment of Rights.

Consultant assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

#### 9.11 Ownership and Disclosure of Work Product.

All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Consultant may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

#### 9.12 Authority.

The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Consultant.

### 10. Demand for Assurance.

Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

11. Assignment and Delegation.

Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12. Method and Place of Giving Notice, Submitting Bills and Making Payments.

All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY: County of Sonoma County Administrator's Office  
ATTN: Climate Action and Resiliency Division  
575 Administrative Drive, Suite 104A  
Santa Rosa, CA, 95403  
(707) 565-6455  
Jaida Nabayan  
Jaida.Nabayan@sonoma-county.org

TO: CONSULTANT: Consero Solutions231  
G. Street, Suite 21  
Davis, CA 95616  
530.746.2083  
Petrea Marchand  
petrea@conserosolutions.com

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a

notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

### 13. Miscellaneous Provisions.

#### 13.1 No Waiver of Breach.

The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

#### 13.2 Construction.

To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

#### 13.3 Consent.

Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

#### 13.4 No Third Party Beneficiaries.

Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

#### 13.5 Applicable Law and Forum.

This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

#### 13.6 Captions.

The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

#### 13.7 Merger.

This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13.8. Survival of Terms.

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

13.9 Time of Essence.

Time is and shall be of the essence of this Agreement and every provision hereof.

13.10. Counterpart; Electronic Signatures.

The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially-available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal ESIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing party agrees to have conducted this transaction and to execution of this Agreement by electronic means.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONSULTANT: Consero Solutions

COUNTY: COUNTY OF SONOMA

CERTIFICATES OF INSURANCE  
REVIEWED, ON FILE, AND APPROVED  
AS TO SUBSTANCE FOR COUNTY:

By: \_\_\_\_\_  
Name: Petrea Marchand  
Title: President  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Barbara Lee, Director of Climate Action  
and Resiliency

Date: \_\_\_\_\_

APPROVED AS TO FORM FOR COUNTY:

By: \_\_\_\_\_  
County Counsel

Date: \_\_\_\_\_

EXECUTED BY:

By: \_\_\_\_\_  
M. Christina Rivera,  
County Administrator

Date: \_\_\_\_\_

**Consero Solutions**  
**EXHIBIT A: Scope of Work**

**Project Background**

The Climate Action and Resiliency Pillar of the County’s Strategic Plan sets an overarching goal for the County of Sonoma (County) to become carbon neutral, zero waste, and resilient by 2030. The Pillar’s five goals promote wildfire resilience, support community progress to carbon neutrality and resilience, call for carbon free, zero waste, and resilient County facilities, a zero and low emission fleet, and direct County departments to maximize carbon sequestration and adaptation in land use and conservation policies and actions. The County is now developing a Climate Resilience Comprehensive Action Plan, CR-CAP, to articulate the actions needed to achieve these Climate Action and Resiliency goals. The CR-CAP relies on a series of supporting plans and studies.

As part of this work, a Multi-Criteria Analysis Framework was developed to evaluate potential impacts of climate actions identified for the CR-CAP and provide a relative ranking of the actions based on that analysis. The scoring rigor for this analysis was heavily based on the County of Sonoma’s Climate Action, Resilience and Equity (CARE) Framework. The CARE framework was established to prioritize County climate and resilience projects, based on a variety of factors. The Multi-Criteria Analysis scores each project based on Cost and Cost Effectiveness, as well as nine additional criteria between three different categories. It is important to note that this analysis was performed at a higher and less detailed level than the CARE framework evaluation of County projects would be. The Multi-Criteria Analysis does not include full cost analyses, greenhouse gas impact analyses, etc. for each action.

Consero Solutions, along with subcontractors M Cubed and Dudek, hereinafter “Consero team” will supplement these previous efforts, by completing a cost-benefit analysis for CR-CAP, while incorporating a lens for climate and environmental justice. The Consero team will develop recommendations for funding and financing implementation of the actions in the CR-CAP. To support CR-CAP adoption and implementation, a summary of overall community economic costs and benefits, as well as direct Municipal County costs and financial strategic considerations, will be presented to the Board of Supervisors. The summary shall include: (1) analysis of the direct costs and benefits of the actions to reduce municipal GHG emission and waste, and to increase carbon sequestration on County lands; (2) analysis of funding and financing options for those actions; (3) analysis of the costs of implementing the community engagement strategy; (4) costs to the public to implement the actions needed for community emissions to be reduced to a carbon neutral level; and (5) a meta-analysis of the impacts of decisions to fund or finance actions in the CR-CAP (including sequestration) would have on the public, either directly or by affecting spending on other County programs and services.

## **Task 1: Project Initiation & Management**

Consero team will tailor the project management approach to the County's needs, as described below. Consero team will ensure all documents drafted by technical experts are written in a way that is digestible to elected officials and the public including editing and formatting as needed. Consero team will work with County staff to engage in discussions about managing workload to meet the budget expectations at each project management meeting, including ensuring the team is not asked to perform any items outside of the scope of work without reducing work somewhere else in the scope of work.

### **Kick-off Meeting.**

Upon execution of a contract for the project, Consero team will initiate a two-hour, in-person kick-off meeting in Santa Rosa with key staff from Consero, M.Cubed, Dudek, and the County, within one week of contract signing date. Prior to the meeting, Consero team will develop an engagement protocol, a document describing the Consero team, roles, preferred methods of contact, and file format and organization, as well as a draft work plan to effectively manage the deliverables outlined in the contract. Consero team will review important information provided by the County prior to the kick-off meeting to help ensure the team moves actions forward at the meeting. Based on the document review, an initial pre-meeting with M.Cubed and Dudek, and a separate, brief pre-meeting with County staff, Consero team will develop an agenda for the kick-off meeting, including review of the engagement protocol and work plan. Consero team will distribute the agenda and materials to the project team at least three days in advance. Consero team will follow up within two days of every meeting with a detailed meeting summary based on Consero's standard format, which includes actions, decisions, and highlights.

### **Regular Project Management Meetings.**

Consero team will schedule virtual meetings with the County every other week for 1.5 hours, with one additional in-person meeting in July 2024 towards the end of the project. Consistent with the kick-off meeting approach, Consero team will provide the agenda and materials three days in advance and provide meeting summaries within two days of meetings. Consero team will track all actions from meetings using project management software, Asana, and will maintain a decision spreadsheet to track all decisions from meetings. Consero team will follow up with people assigned to tasks every week to ensure forward progress between meetings. Consero team will utilize these regular meetings to implement the Workplan on behalf of the entire project team, ensuring agendas are developed consistent with the Workplan, work is proceeding according to the timeline, and Consero team flags any issues for discussion at meetings.

### **Monthly Progress Reports.**

Consero team will attach monthly progress reports, including a review of the project schedule and budget, to the agenda for the second meeting every month. Consero team

will allocate time on the agenda to review the progress report and make any needed changes for upcoming work in the next month.

**Task 1 Deliverables:**

- Confirm file format for consultant deliverables.
- Discuss draft Work Plan (Task 2).
- Identify project team, roles, and preferred methods of contact.
- One (1) project kick-off meeting
- Up to nine (9) meetings with County staff
- Deliver Bi-weekly meeting agendas and meeting summaries
- Five (5) draft monthly progress reports
- Five (5) final monthly progress reports

**Task 1 Schedule:**

Consero team will manage the project throughout the duration of the project (March 26-August 30, 2024).

**Task 2: Work Plan**

Consero team will draft a Work Plan for the project with input from M.Cubed and Dudek staff. Using Consero’s standard Excel format for timelines, including milestones, Consero team will work with staff to develop deadlines for completing work before the August 2024 Board of Supervisors meeting. The timeline will include time for internal review by County staff of deliverables, including the County Administrator and staff not part of the Consero project team. The Work Plan will identify roles for each task, outline data sources and collection processes, discuss analytical techniques, and identify critical action points and/or milestones, including highlighting timeframes for which County staff should set aside time to review and provide input on key deliverables. The Workplan will consider the County’s Racial Equity Toolkit to ensure the approach to analyses conducted for this project are equitable. Consero team is proposing two drafts of the Workplan because of the importance of creating a strong foundation for the work.

**Task 2 Deliverables:**

1. Two (2) Draft Work Plan
2. One (1) Final Work Plan

**Task 2 Schedule:**

Consero team will provide the agenda and materials three days in advance of each meeting for Task 2. Consero team will present the draft Work Plan to County staff at the project kick-off meeting the first week of April 2024, revise the Work Plan based on feedback received at the kick-off meeting, and submit a second draft within one week of

the project initiation meeting, secure final comments from County staff, and finalize it at the following meeting during the third meeting in April 2024.

### **Task 3: Data Collection & Review**

Consero team will work with M. Cubed to utilize the strategy outlined in the Workplan to collect necessary data for the analysis of the costs and benefits of actions in the draft Climate Resilience Comprehensive Action Plan. Consero team recognizes the data collection process will evolve as the County refines the Climate Resilience Comprehensive Action Plan, and Consero team will provide both a list of data sources and recommendations for future research. Consero team will use the following approach to identify sources of data and collect the data in an accessible online database:

**Step One: Review studies and data sources used by other jurisdictions.** Consero team will build from a database of studies and data sources used to evaluate actions in other jurisdictions. Consero team has built an extensive library in the course of conducting previous studies, and will offer a range of estimates to capture potential outcomes.

**Step Two: Develop list of data sources.** Consero team will develop a list of recommended data sources for the County to utilize in evaluating the costs and benefits of actions.

**Step Three: Develop data summary.** Consero team will draft a memo summarizing the data and studies the team reviewed, reasons for recommending some data sources and not recommending other data sources, and recommendations for further data collection or research.

#### **Task 3 Deliverables:**

- One (1) draft list of data sources reviewed
- One (1) final list of data sources reviewed
- One (1) draft summary of data sources reviewed
- One (1) final summary of data sources reviewed

#### **Task 3 Schedule:**

Consero team will provide the agenda and materials three days in advance of each meeting for Task 3. The Consero team will bring a draft list of data sources to the second meeting in April 2024, receive feedback from the County, and the Consero team bring a final list to the first meeting in May 2024. Once the Consero team completes the data review, the Consero team will provide a draft summary of data sources reviewed to the County at the first June 2024 meeting, receive feedback from the County, and the Consero team will provide a final summary at the second meeting in June 2024.

## **Task 4: Cost Benefit Analysis**

The Consero team will create a high-level model, that the County can later update with more detailed data after completion of the Climate Resilience Comprehensive Action Plan, to characterize the costs and benefits of alternative pathways for the County to achieve the outcomes outlined in the Project Background. The Consero team will ensure to work with County staff to incorporate the appropriate lens for climate and environmental justice into this modeling effort.

County staff will provide the actions the County wants the Consero team to evaluate as part of the cost-benefit analysis. County staff will provide access to the complete set of workpapers used to assess potential emissions reductions prior to initiating work on this task. These workpapers must include technology populations and projections and performance assumptions for the team to complete the work.

**Sonoma County Direct Costs and Benefits Analysis.** The Consero team will estimate the net costs or benefits of the actions provided by the County, how those costs and benefits are distributed over time and across individuals, and the acceptability and feasibility of implementation in this context.

**Funding/Financing Option Analysis.** Since this task is part of Task 5, the Consero team provides a more in-depth discussion as part of that task.

**Community Engagement Cost Analysis.** The Consero team will provide an estimate of the costs to the County of implementing selected actions in the Climate Resilience Comprehensive Action Plan.

**Public Cost Analysis.** The Consero team will estimate the costs to community members, residents, businesses, and organizations of selected actions needed to reduce community emissions to a carbon neutral level. Consero team will label measures requiring changes in operations or behavior that create costs or cause improvements in environmental conditions. Consero team will obtain insights, with County guidance, into specific groups targeted for these strategies to determine the amount and type of financial arrangements. The Consero team will work closely with County staff to narrowly define the public actions to evaluate as part of this project.

**Indirect and Induced Economic Effects Analysis.** The Consero team will conduct broader cost analysis, which is interpreted as a regional economic impact analysis. The broader cost analysis will be done in part using the IMPLAN Regional Economic Impact model and adding assessments of environmental costs and benefits using various tools such as the US EPA's COBRA model.

The Consero team will identify some of the actions the County identifies for the cost-benefit analysis may be synergistic or could diminish the greenhouse gas emissions from other actions, which in turn will impact the economic analysis if done in a stand-alone manner. The team will identify such issues for the County as part of the final analysis.

Consero will determine which actions the County identifies for the cost-benefit analysis, that may be synergistic or could diminish the greenhouse gas emissions from other actions, which in turn will impact the economic analysis if done in a stand-alone manner. Consero team will identify and discuss such issues for the County as part of the draft and final analysis.

**Task 4 Deliverables:**

- One (1) summary of analytical tools and techniques used, data inputs, and other information necessary to validate or replicate the results/findings.
- One (1) draft written discussion of data gaps and limitations, limitations and sensitivities of the analytical tools and techniques used, and observations and or recommendations to minimize the impacts of gaps, limitations, and sensitivities.
- One (1) final written discussion of data gaps and limitations, limitations and sensitivities of the analytical tools and techniques used, and observations and or recommendations to minimize the impacts of gaps, limitations, and sensitivities.
- One (1) draft summary of cost benefit analysis results/findings
- One (1) final summary of cost benefit analysis results/findings, which will be included in the Findings Report

**Task 4 Schedule:**

Consero team will provide the agenda and materials three days in advance of each meeting for Task 4. The Consero team will provide a summary of its analytical tools and techniques at the first meeting in May 2024 for County staff review. The Consero team will provide a draft of the written summary of data gaps and limitations as well as a draft summary of costs and benefit analysis results/findings at the first June 2024 meeting. The Consero team will solicit feedback from County staff on both of these documents and provide final versions ahead of the following meeting.

**Task 5: Multi-Year Funding & Financing Opportunity Analysis**

Consero will combine Consero’s expertise in developing grant strategies with M. Cubed’s expertise in developing financing strategies to complete a list of funding and financing opportunities for the County. Consero will complete an analysis of the scope, limitations, and constraints of each opportunity, including the timing and application process or requirements. These actions will likely include financial incentives, including, fees, subsidies, loans, and new ordinances and regulations. The final funding and financing strategy will prioritize opportunities for each action based upon agreed upon prioritization criteria (such as competitiveness, feasibility, and level of effort) and will include a timeline for which opportunities the County should focus on each year to reach its goal of carbon neutrality. Consero will draft prioritization criteria, discuss with County staff, and integrate changes to deliver final prioritization criteria.

## **Grant Strategy**

Once the Consero team receives the final list of actions from County staff, the Consero team will begin researching state, federal, and regional funding opportunities that align with the actions. County staff will provide detailed project descriptions for each action, since such information is necessary to conduct thorough grant research. Consero will provide a template for a project description. County staff will prioritize actions, with guidance from the Consero team based on the cost-benefit analysis, and Consero will research grants for up to 10 priority actions. County staff will not change the list of priorities after County staff approves the priorities and Consero has started grant research. Consero team will research funding that is currently available and expected to be available in the next three years based on current state and federal budget allocations. Consero will have conversations with grant managers and lobbyists who can provide insight regarding eligibility and competitiveness for existing and future funding sources. Consero will use an existing database of grant opportunities because of previous work for other clients, and Consero team has established relationships with State and federal grant managers to discuss these grants.

## **Financing Strategy**

The Consero team will help the County identify and develop sustainable sources of ongoing funding. Many actions are not conducive to one-time grants and require ongoing funding, therefore financial incentives and ongoing funding mechanisms are a critical element of the implementation process. That funding will have to come instead from a combination of sources:

- Loans to individuals, businesses and farms to finance actions that create positive financial value but may require substantial outlays before those net benefits arrive.
- Transactions tied to greenhouse gas emission mitigation beyond the assigned responsibility of a class of individuals, businesses or farm, or the County as a whole, where the purchaser can credit the reductions against their emission reduction responsibility.
- Direct government outlays financed from either general tax revenues or specific taxes, fees or charges tied to greenhouse gas emission activities.

Consero will undertake the analysis of available funding options along three pathways:

1. Determine in consultation with the County finance staff if the County has significant financial reserves available which the County could use for loans within the community rather than earning low interest in financial institutions. In addition, the Consero team will determine the available debt/bond capacity the County could use to fund a rotating load program.
2. Identify opportunities for financing of emission reductions and carbon sequestration through offset credits acquired by other communities within the County or outside entities with compliance needs with either state regulations or forthcoming environment, social and governance (ESG) regulations from the Securities and Exchange Commission (SEC).

3. Assess the potential direct government financing options including taxes, fees and charges that the County could impose. Consero team will start from a list of several dozen such measures that it has developed with legal and economic evaluations and expand that list in consultation with the County's finance and legal staff. Consero team will calculate estimates of potential revenues to provide a forecast for determining the cost and limits on implementing the proposed portfolio of measures and strategies.

Consero team will work throughout development of the funding and financing strategy to ensure equity is considered in analysis and prioritization of funding and financing opportunities. Consero team will translate the final multi-year funding and financing strategy into Spanish and remediate the document for website publishing.

#### **Task 5 Deliverables:**

- One (1) outline of multi-year funding and financing strategy, including funding and financing opportunities and format of final document
- One (1) draft prioritization criteria document
- One (1) final prioritization criteria document
- One (1) draft multi-year funding and financing strategy, including analysis of scope, limitations, constraints, timing, and prioritization
- One (1) final multi-year funding and financing strategy (in layout form, remediated), which will be included in the Finding Report
- One (1) Spanish translation of final multi-year funding and financing strategy (in layout form, remediated)

#### **Task 5 Schedule:**

Consero team will provide the agenda and materials three days in advance of each meeting for Task 5. Consero team will provide the outline of the multi-year funding and financing strategy and draft prioritization criteria by the end of April 2024. Consero team will provide the final prioritization criteria one week after receiving comments from County staff. Consero team will provide the draft multi-year funding and financing strategy by June 24, 2024. The County will have one week to review. Consero team will integrate County staff comments and provide the final draft by July 7, 2024. Consero team will deliver a Spanish version of the funding and financing strategy by July 22, 2024 for a fatal flaw review before the end of July 2024.

### **Task 6: Racial Equity Analysis**

#### **Personal Interviews**

The Consero team will conduct individual or small group interviews with relevant community-based organizations/partners (CBOs/CBPs), environmental organizations, industry and business sector representatives, and other community members in languages they are comfortable speaking in. The Consero team will ascertain what the priorities,

community strengths assets, needs, risks, vulnerabilities, and needs are. The interviews will most immediately inform Task 4: Cost Benefit Analysis. At a minimum, the interviews will also ascertain the following:

- How do community members want to be involved?
- When is the best time and place to be involved?
- What are barriers to participation?
- What can the County do to better support community member in the transition?
- What are community priorities?
- What climate related impacts are communities already facing and how have they coped with these?
- How do community members want to be communicated with?
- What community members want out of a process?

To most effectively use and respect the time of participants, topics for public input will focus on what community members, community-based partners, environmental groups, businesses, industries, agencies and other interested groups can best contribute. Dudek team will understand the preferences of these various groups, and among different portfolios of action options, how they would respond to various strategies. The Dudek team will present the known actions with understandable. As actions and measures are constructed through the cost-benefit analysis, the tradeoffs and benefits will be explained to educate stakeholders and the public on what achieving the Climate Resilience Comprehensive Action Plan (CR-CAP) measures entails. The portfolio of actions and measures will be adapted to accommodate important feedback through the various channels used by the Dudek team.

### **Racial Equity Toolkit**

Consero team will provide a preliminary Racial Equity Toolkit Questionnaire at the project kick-off meeting and discuss where the County may have previously received community input pertaining to the toolkit during development of the CR-CAP. Consero team will engage CBOs/CBPs through the Personal Interview process, and develop an update/revised draft Racial Equity Toolkit Questionnaire with the input received. Upon receiving comments back from County staff, Consero team will further engage the CBOs/CBPs as needed, to complete the final Racial Equity Toolkit Questionnaire.

To ensure that the Racial Equity Toolkit Analysis is completed on the scheduled outlined in Exhibit B, the following actions must take place:

- The County will share complete list of contacts for Consero team to contact on March 26, 2024.
- Consero team will conduct interviews online or in-person throughout April 2024 and part of May 2024.
- Consero team will conduct no more than 35 interviews; interviews will be completed by May 10, 2024.
- Consero team will share the interview questions with the County prior to convening interviews and make one round of edits before questions and agreed on and finalized.

- Consero team will prepare draft interview summaries for all interviews conducted, and provide those draft summaries to the County on a weekly basis, to better inform the cost-benefit analysis deliverables.
- Dudek will share the complete set of interview summaries with the County prior to finalizing summaries, by May 20<sup>th</sup> and make one round of edits.
- When necessary, questions asked and interviews conducted will be translated in Spanish by the Consero team.

**Task 6 Deliverables:**

- One (1) preliminary Racial Equity Toolkit Questionnaire
- One (1) draft Racial Equity Toolkit Questionnaire
- One (1) final Racial Equity Toolkit Questionnaire
- One (1) draft set of Interview Questions
- One (1) final set of Interview Questions
- One (1) weekly draft of Interview Summaries
- One (1) final draft of Interview Summaries

**Task 6 Schedule:**

Consero team will provide the agenda and materials three days in advance of each meeting for Task 6. Provided the Consero team receives the list of CBOs/CBPs and others by March 26, the Consero team will conduct interviews between April 1, 2024-May 10, 2024. Consero team will present draft interview questions at the kick-off meeting and finalize the questions based on County feedback within a week. Consero team will provide weekly draft interview summaries, as interviews are conducted, and one final summary a week after finishing all interviews.

Consero team will complete the preliminary Racial Equity Toolkit Questionnaire for presentation to staff at the kick-off meeting. Consero team will provide the draft Racial Equity Toolkit Questionnaire by May 16, 2024. The County will provide comments to the Dudek team by May 23, 2024. Consero team will provide the final Racial Equity Toolkit Questionnaire by May 30, 2024.

**Task 7: Findings Report & Presentation Materials**

The Consero team will provide a draft and final Findings Report, consisting of the funding and financing strategy and the cost-benefit analysis findings from Task 4 and Task 5. Consero will provide a Summary of Key Findings which summarizes the highlights of the Findings Report. Consero team will translate the Summary of Key Findings into Spanish and remediate the document for website publishing.

**Task 7 Deliverables:**

- One (1) draft Findings Report, consisting of the funding and financing strategy and the cost-benefit analysis findings

- One (1) final Findings Report (in layout form, remediated)
- One (1) draft Summary of Key Findings
- One (1) final Summary of Key Findings (in layout form, remediated)
- One (1) Spanish translation of final Summary of Key Findings (in layout form, remediated)
- One (1) draft PowerPoint Presentation
- One (1) final PowerPoint Presentation (English/Spanish, remediated)

**Task 7 Schedule:**

The Consero team will deliver a draft of the Findings Report and the Summary of Key Findings by June 24, 2024. The County will provide comments by the end of June 2024 and the Consero team will deliver the final Finding Reports and Summary of Findings by July 7, 2024. The Consero team will deliver the draft PowerPoint on July 7, 2024 and provide the final version including Spanish translation by July 22, 2024 for a fatal flaw review of the translation before the end of July 2024.

**Task 8: Project Close-out**

The Consero team staff will participate in the presentation of recommendations to the Board of Supervisors and assist with answering questions from the Supervisors. The Consero team will draft talking points for County staff to present the final multi-year funding and financing strategy to the Board and/or Consero, M.Cubed, and Dudek can present, as decided by County staff in a regular project management meeting.

Following the Board of Supervisors meeting, the Consero team will facilitate a close-out meeting during which the team will provide all data, information, summaries, notes, and other information from the project. The Consero team will also come prepared to discuss the overall project and present lessons learned.

**Task 8 Deliverables:**

- Up to (3) staff participation at Board Meeting
- One (1) project close-out meeting
- Summary of lessons learned

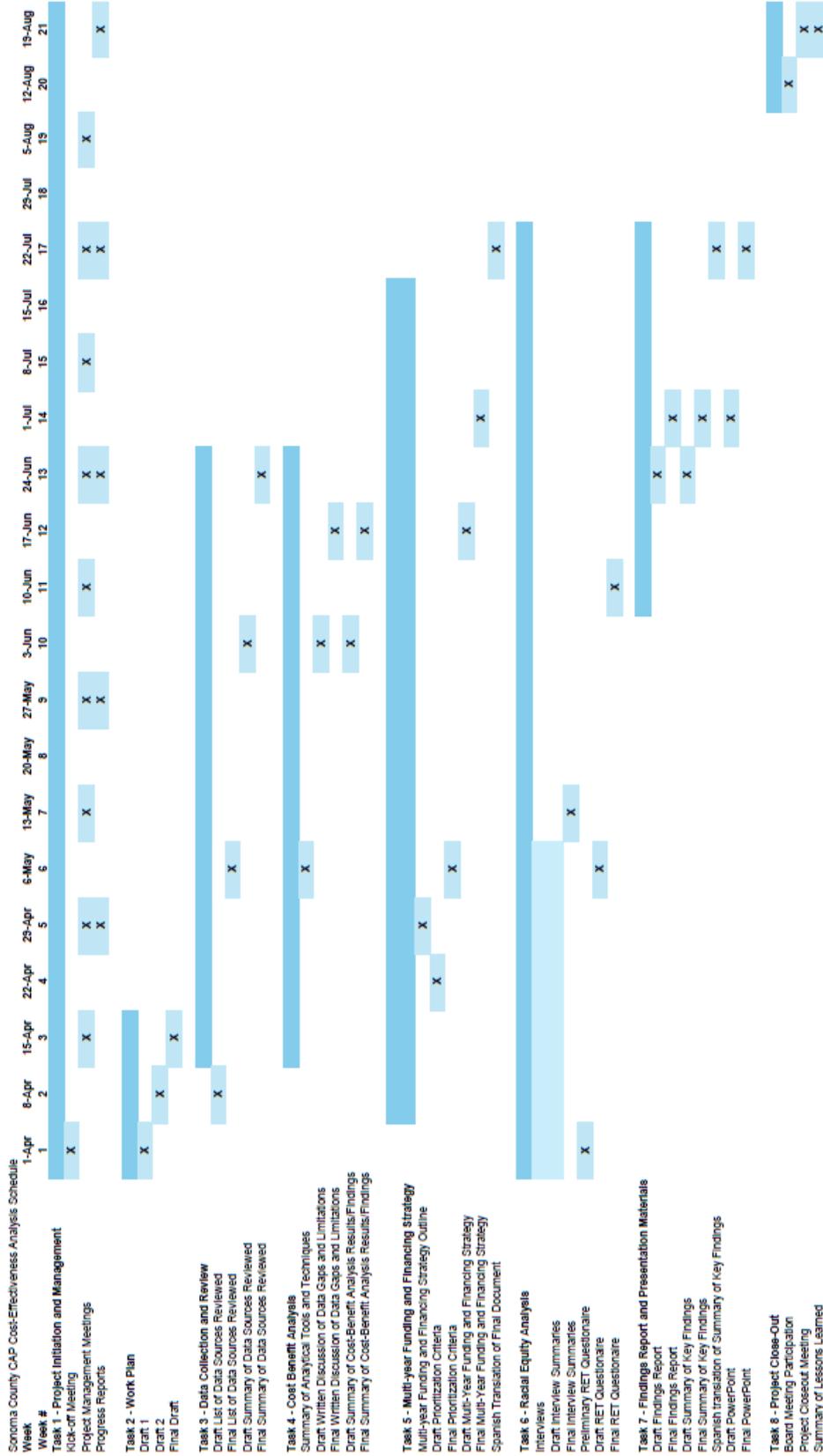
**Task 8 Schedule:**

Consero team will provide the agenda and materials three days in advance of each meeting for Task 8. The Consero team will be available for the August 13<sup>th</sup>, 2024 Board of Supervisors meeting to present the multi-year funding and financing strategy and will schedule the close-out meeting for approximately one week later. The schedule may change upon mutual agreement of Consero and the County.

**Consero Solutions**  
**EXHIBIT B: Budget and Schedule**

<i>Labor Category:</i>		Consero						Total Hours	Labor Price
Task #	Task Name/Description	Consero Lead	Consero Project Support	M.Cubed Lead	M.Cubed Support	Dudek Lead	Dudek Support		
		\$220	\$160	\$255	\$ 60	\$ 285	\$165		
1.0	Project Initiation and Management	49.5	74	10	0	10	5	148.50	\$28,955
2.0	Workplan	14	14	7	0	0	0	35.00	\$7,105
3.0	Data Collection and Review	0	0	8	20	0	0	28.00	\$3,240
4.0	Cost-Benefit Analysis	0	0	100	60	0	0	160.00	\$29,100
5.0	Multi-year Funding and Financing Strategy	64	54	4	10	0	0	132.00	\$24,340
6.0	Racial Equity Analysis	0	0	80	0	38	160	278.00	\$57,630
7.0	Findings Report and Presentation Materials	16	24	28	20	0	0	88.00	\$15,700
8.0	Board Meeting	8	8	2	0	2	0	20.00	\$4,120
Total Hours		152	174	239	110	50	165	890	
Total Labor Costs		\$33,330	\$27,840	\$60,945	\$6,600	\$14,250	\$27,225		\$170,190
<b>LABOR TOTAL</b>								<b>\$170,190</b>	
TRAVEL TO INPERSON MEETINGS									\$1,200
IMPLAN LICENSE									\$1,000
CONTINGENCY (INCLUDING TRANSLATION AND REMEDIATION)									\$36,500
7% SUBCONSULTANT MARKUP									\$7,631
CBO/CBP COMPENSATION									\$2,200
<b>PROJECT TOTAL</b>									<b>\$218,721</b>

\*Budget assumes the ability to move funds between tasks as needed.



**Consero Solutions**  
**EXHIBIT C: Insurance**

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

**1. Workers Compensation and Employers Liability Insurance**

- a. Required if Consultant has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. *Required Evidence of Insurance*: Certificate of Insurance.

If Consultant currently has no employees as defined by the Labor Code of the State of California, Consultant agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

**2. General Liability Insurance**

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000 it must be approved in advance by County. Consultant is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the County.

- d. County of Sonoma shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance of this Agreement.
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Consultant and include a “separation of insureds” or “severability” clause which treats each insured separately.
- h. *Required Evidence of Insurance:*
  - i. Certificate of Insurance.

### **3. Automobile Liability Insurance**

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. *Required Evidence of Insurance:* Certificate of Insurance.

### **4. Standards for Insurance Companies**

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

### **5. Documentation**

- a. The Certificate of Insurance must include the following reference: County of Sonoma Wildfire Resilience and Climate Change Planning and Coordination.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1, 2 or 3 above.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: County of Sonoma, its Officers, Agents, and Employees  
ATTN: Climate Action and Resiliency Division  
575 Administrative Drive, #104A  
Santa Rosa, CA, 95403
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Consultant shall provide immediate written notice if: (1) any of the required

- insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

## **6. Policy Obligations**

Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

## **7. Material Breach**

If Consultant fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Consultant, County may deduct from sums due to Consultant any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.