

**Eastern Research Group, Inc.
Professional Services Agreement (“PSA”)**

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ("Agreement"), dated as of February 27, 2024 (“Effective Date”) is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Eastern Research Group, Inc. (hereinafter "Consultant" or “ERG”).

R E C I T A L S

WHEREAS, Consultant represents that it is a duly qualified wildfire resilience consultant, experienced in the preparation of Wildfire Resilience and Climate Change Planning and Coordination 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 wildfire resilience planning and coordination.

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

A G R E E M E N T

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: Diana Pietri, Lindy Lowe, Arleen O'Donnell, Molly Curley O'Brien, Sylvia Chang, Cailin Notch, Jennifer Lam, Alexa Sears, AnnaClaire Marley, Elizabeth Weathers, Gordon Coates, Katie Graziano, Kettie Rupnik, Jason Wallace, Mindy Mitchell, Robin Graham, Sean van der Heijden, Paola Felix, Hannah Hagen.
- 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:

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 \$398,887 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 45 calendar days 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 **February 27, 2024 to December 31, 2025**, 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. With respect to performance of work under this Agreement, Consultant is required to maintain the insurance specified 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. Minor changes, which do not exceed the delegated signature authority of the Department Head and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors must authorize all other extra or changed work. 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 may be 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: Eastern Research Group, Inc.
561 Virginia Rd Suite 300 Building 4
Concord, MA 01742
(510) 290-9885
Lindy Lowe
Lindy.lowe@erg.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 E-SIGN 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: Eastern Research Group,
Inc.

COUNTY: COUNTY OF SONOMA

By: _____
Name: Lindy Lowe
Title: Director
Date: _____

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

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: _____

ATTEST:

Clerk of the Board of Supervisors

Eastern Research Group, Inc.
EXHIBIT A: Scope of Work

Project Background

The County of Sonoma (the County) is creating a comprehensive and integrated program to build wildfire resilience and reduce the risk of catastrophic wildfires in Sonoma County. The County Board of Supervisors has provided leadership, vision, and resources for staff across many departments and agencies to advance wildfire resilience programs. The County seeks to expand this success through deeper integration across programs, and by developing a sustainable model to organize, manage, and fund this work ongoing. In January of 2023, the Board of Supervisors approved an organizational structure for a broad coordination team.

The organizational structure includes a tiered approach to coordination and collaboration. The base layer is comprised of Technical Advisory Committees (TAC) focused on specific topics. The initial TAC topics are Landscape Management (Landscape-In), Community & Infrastructure Protection (House-Out), Climate Resilient Lands, and Organizational Structure & Long-term Funding. Additional TACs will be added as additional critical topics are identified. The TACs may be comprised of staff from key County Departments/Agencies and partners from other organizations (such as the Sonoma County Regional Climate Protection Authority (RCPA), cities, local Resource Conservation Districts, CALFIRE, and local Fire Districts), tribes, non-profits, businesses, and the public.

In the organizational structure, the four TACs report to the Resiliency Coordination Team (RCT). The RCT will be led by the County Administrator's Office and be comprised of County department/agency heads; it will coordinate all County resiliency efforts. The RCT will oversee and guide the work of the TACs to ensure the policy priorities of the Board are being implemented TACs, primarily through the workplan that each TAC develops. The RCT will also review and provide direction on the regular progress reports, findings and recommendations prepared by the TACs for the RCT. As needed, the RCT will present recommendations to the Board of Supervisors.

Task 0. Internal Project Meetings

The ERG team will plan and convene a two-hour in-person kickoff meeting within two weeks of the start date of the contract. ERG will prepare materials for discussion to jumpstart project work. Prior to the call, ERG will create a framework for the work plan, develop initial concepts/outlines for deliverables, and identify questions where input is needed from the County. The ERG team will develop a draft agenda for refinement by the County and will share the final agenda at least two days prior to the kickoff meeting. ERG will discuss the following items during the meeting, as presented in Table 1, but will refine this approach based on County input.

ERG understands that a County Project Manager (CPM) will be appointed, by the County, to oversee the project. Throughout this Scope of Work, the term “CPM” refers to the individual or project management team appointed by the County to oversee the project.

Table 1: Items to Discuss during the Kickoff Call.

Introductions
<ul style="list-style-type: none"> • Identify staff roles, members of the CPM, establish points of contact, and communication protocols. • Discuss primary roles of the RCT, TACs, community-based organizations (CBOs) to bring into the process, and other key partners, including existing relationships and any sensitivities and preferences. • Identify preferred methods for file sharing.
Discuss key objectives, visions, and goals
<ul style="list-style-type: none"> • Understand the current landscape and status of the program, which will include the current organization of the RCT and TACs and vision for restructuring/re-scoping. • Outline objectives of the program, including leveraging and re-scoping existing programs, final outcomes to be achieved, identification of missing voices and perspectives, and potential metrics of success. • Identify ongoing efforts to leverage for improved engagement
Present the work plan framework (including discussion of the one-year plan)
<ul style="list-style-type: none"> • Discuss delineated tasks, deliverables, project timelines, and key milestones. • Discuss methods of coordination and collaboration within and between TACs and the RCT. Coordination, engagement, and communication with the TACs. • Discuss the engagement approach, stipends for CBOs to join ERG team and for participation, hard to reach groups, and leverage points. • Discuss summary report outline and vision for final deliverables.
Discuss recurring meetings
<ul style="list-style-type: none"> • Identify times for recurring monthly meetings to discuss project status, milestones, and next steps. The frequency of the meetings can be modified, as needed. Prior to the recurring monthly meetings, ERG will provide an agenda to the CPM and CAO for review. ERG will also provide a summary of the work performed during the previous month (refer to Task 8 for details). After the kick-off call, the recurring monthly meetings will be held virtually. • ERG will provide meeting notes, including key decisions and action items, within at least five days of the meeting. Any urgent issues that occur throughout the project will be discussed with the CPM and CAO as soon as possible. ERG will also develop an Issue Tracking and Response System (refer to Task 8 for details) and will present it during the kickoff meeting.

Task 0 Deliverables/Outputs:

- Kickoff call agenda.

- Kickoff meeting notes within five days after the kickoff call.
- Summary of meeting notes (including key decisions and action items) within two days of each check-in meeting.

Task 1. Two-Year Work Plan

The ERG team will refine the work plan and framework presented during the kickoff meeting as the basis of the draft work plan and timeline. The work plan will include at least the following items listed in Table 2.

Table 2. General Content of Two-Year Work Plan.

Project Introduction
<ul style="list-style-type: none"> • Project purpose, goals, objectives, and desired outcomes. • Roles and responsibilities. • Methods and lines of communication. • Other critical items identified during the kickoff. • Timelines and milestones. • More detailed breakout timelines and milestones for each TAC, the RCT, and partner research.
Management Approach and Process for Addressing Potential Issues
<ul style="list-style-type: none"> • Maintain the Issues Tracker up to date and seek early resolution. • Address any issues through early and frequent communication. • Identify concerns and issues and elevate the concerns appropriately. • Document lessons learned.
Coordination and Communication Approach
<p>The work plan will include details and strategies on methods of coordination and communication across the CAO, CPM, RCT, TACs and partner engagement, and the ERG team’s roles and responsibilities in coordinating, facilitating, and collaborating among partners. The work plan will specify the recurring meeting schedule and a meeting roadmap for all CAO, CPM, RCT, and TAC coordination. Additional information and specifics on the ERG team’s approach to working with the County to coordinate, facilitate, and collaborate with the RCT, the Organizational Structure & Long-term Funding TAC, and the Board of Supervisors on a sustainable model for organization and funding for wildfire resilience throughout the County are presented in Tasks 3, 4, and 7. The ERG team will update the approach, key deliverables, and other information based on information provided during the kickoff meeting.</p>
Steps and Procedures for Implementing the Project, Organized by Task
<p>The work plan will include detailed steps, data inputs, outcomes, and deliverables to be provided under each Task, as presented in the bullets below. ERG will use the technical approach presented in the following section as the basis for the work plan and will make modifications based on input received during the kickoff meeting.</p> <ul style="list-style-type: none"> • Project Management (refer to Task 0. Internal Project Meetings, Task 1. Two-Year Work Plan, and Task 8. Project Management and Reporting)

- Launch the RCT & TAC Structure (refer to Task 2. Launching the RCT and TACs)
- Coordinate and facilitate meetings of the RCT and TACs (refer to Task 3. Coordinating and Facilitating Meetings)
- Collect and present materials for the Organizational Structure & Long-term Funding TAC related to its purpose and goals (refer to Task 4. Staffing the RCT and Organizational Structure & Long-Term Funding TAC)
- Develop recommendations to the RCT and Board of Supervisors (refer to Task 5. Developing Recommendations)
- Draft and Final Report and Recommendations (refer to Task 6. Summary Report & Presentation and Task 9. Project Close-out)

Outreach and Engagement Plan (aligning with Task 7)

The Outreach and Engagement Plan will include an approach for bringing a broader range of voices into this work, including hard to reach groups, under resourced and underserved community members, workers, and others. This engagement process will include stipends to support bringing CBOs into the work to provide deeper reach and connection to communities and populations not currently engaged by the County in this work but critical to its success. For further details see Task 7. Outreach & Engagement.

ERG will share the first Word version of the draft work plan with the County within two weeks of the kickoff meeting. ERG will receive and incorporate the County's comments into the draft work plan and will provide a second draft for the County's review. Upon receiving and incorporating additional feedback from the County, ERG will finalize the work plan and deliver it to the County within six weeks of the kickoff call. ERG will modify the work plan throughout the project to reflect changes in milestones or other major project elements, at the request of the County.

Task 1 Deliverables/Outputs:

- First draft of two-year work plan.
- Second draft of two-year work plan.
- Final two-year work plan.

Task 2. Launching the RCT and TACs

The ERG team will appoint dedicated coordinators or co-coordinators to the RCT and each TAC who will work together to ensure that information is shared across the TACs, including opportunities that apply to all TACs or challenges that one TAC is facing that all can work to address. The ERG team coordinators and co-coordinators (hereinafter, "TAC [or RCT] coordinators") will work with and provide the support necessary to the lead agency of the RCT and each TAC to identify and invite members, coordinate meeting dates and times, design meeting materials (e.g., agendas, presentations, memos, exercises), develop draft deliverables, facilitate meetings, and ensure collaboration between the assigned TAC, other

TACs, and the RCT. ERG will work with the CAO to staff, scope, and launch the RCT and the TACs by implementing the following steps.

Step 1. Coordinate, prepare, and meet with the CAO. ERG will work with the CPM to schedule the initial meeting with the CAO. The ERG team will prepare an agenda and will provide it to the CAO at least 3 days prior to the meeting. The ERG team will develop a slide deck and meeting materials to guide the meeting and will share the materials with the CPM prior to the meeting for feedback and refinement, as needed.

The ERG team will facilitate the working meeting with the CAO to share and refine the framework and approach for staffing and kicking off the RCT and TACs (CAO Meeting 1), and will hold a follow up meeting, if needed. The ERG team anticipates that CAO Meeting 1 will last for 2 hours and will cover the following topics:

1. **Discuss key issues, opportunities, and challenges.** ERG team will share a brief memo in advance of the meeting with the CAO and the CPM that outlines ERG team's understanding of key issues. During this initial meeting, ERG will begin the meeting by discussing the issues, opportunities, and challenges as viewed by the CAO and CPM. This will help ERG to refine how ERG will approach the RCT and each TAC.
2. **Identify roles, responsibilities, goals, and objectives of the RCT and TAC.** ERG will support the RCT, who will serve in a strategic and guiding role and will include high-level staff who have authority to make decisions and provide direction to the overall effort, including the timeline and outcomes of the TACs. The TACs will provide data and expert technical input, as well as identifying the knowledge or relationship gaps, challenges, opportunities, priority areas for focus and action, and key partners and advocates. The ERG team's role will be to schedule and design the meetings, develop the materials, create a shared workspace both within and outside of the meetings, communicate level of commitment, timeline, and deliverables, and guide and facilitate the TACs and RCT through each stage of the work. ERG will discuss these roles with the CAO and hold a working session to share draft visions, goals and objectives based on prior review of the relevant documents, projects, and agencies for each TAC and for the RCT. ERG uses a framework for vision and goal development that will ensure that every TAC and the RCT will include equity, community and environmental health, and economic sustainability in addition to wildfire and other climate resilience. The ERG team will use the County's Racial Equity Toolkit to inform aspects of the vision and goals. Early drafts of the County's Racial Equity Toolkit will be shared with the CAO and the CPM and after revisions based on CAO and the CPM input, will be used at the initial meetings for each TAC and the RCT as a starting point for revisions and refinement.
3. **Identify and contact potential members.** The ERG team will work with the CAO and CPM to identify the RCT and TAC member organizations and specific members. At the first meeting with the CAO, the ERG team will share a list of recommendations regarding member organizations and specific members for the RCT and the TACs. Other

points of discussion will include decisions about the number of members for each TAC, and the ERG team will work with the CAO and CPM to delineate any different roles or responsibilities among members. Once a list of RCT and TAC members is identified, the ERG team will contact potential members with an email that includes an overview of the effort, the specific role identified to be filled, the time commitment, and contact information of the ERG team lead that will be following up to secure RCT and TAC members' commitment. The ERG team will work with CPM to coordinate a set meeting day and time for each TAC and the RCT and share options with members to determine the best schedule on which to meet.

4. Discuss specifics of the RCT and TAC. ERG will develop a framework for the RCT and TACs and will share it with the CPM and CAO. The ERG team will share information including the timeline for the meetings, the draft meeting topics for the RCT and each of the TACs and the timing of the meetings with the RCT meeting at most quarterly and the TACs meeting every other month. Additional information regarding the organization and collaboration between the RCT and TACs, and meeting topics are presented under Task 3.

5. Final material to initiate RCT and TACs. Within five business days of the meeting, ERG will summarize the notes from the meeting and will provide the final materials to the CAO for review. This will include refined draft visions and goals, draft meeting topics and timelines, rosters for RCT and TACs, as well as the draft material that will be sent out to invite people to participate in each of the groups.

Step 2. Meet with TAC Leads. Entities identified as the TAC leads and co-leads appoint at least two staff (a lead and deputy) to be representatives of the respective TACs, to coordinate logistics, tasks, and deliverables. The ERG team will develop an agenda for the initial meeting with the TAC leads and provide an initial list of documents, projects, and potential partners for each of the TAC leads to review and identify additional resources. The agenda for the initial meeting with each TAC lead will include reviewing the draft list of TAC members, review of draft visions and goals, and a discussion of the challenges, opportunities, and key issues as TAC leads deem important. Based on the initial meeting, the ERG team will create a one-page template for each TAC that includes a brief description of the TAC's draft vision, role, responsibilities, timeline, level of effort, and an overview of the meeting topics and tasks that each TAC will be responsible for over the two-year timeframe. The one-page template will be used as the basis for a high-level road map for the TACs and will be shared with TAC members and revised based on input prior to the first meeting.

Step 3. Hold the initial RCT and TAC meetings and finalize scope. The ERG team will facilitate the initial RCT and TAC meetings to introduce members, identify roles and responsibilities, share the objectives and vision from the CAO, and discuss deliverables and timelines. ERG will also ask the RCT and TAC members for input regarding additional members (and will coordinate logistics with additional members and update the roster). ERG will design the second half of the meeting as a working session for refining and expanding the initial vision, goals, challenges, opportunities, partners, gaps, and other issues to develop

an issue and relationship ecosystem map for each TAC. After the meeting, ERG will provide the meeting materials and summary notes and the draft vision, objectives, goals for review and refinement by the RCT and TACs and will refine the scope, accordingly.

Task 2 Deliverables/Outputs:

- Draft and final summary Committee Scope (RCT and 4 TACs).
- Agenda, invitations, and materials for the initial Meeting for each committee (RCT and 4 TACs).
- Facilitation of Initial Meeting for each committee (RCT and 4 TACs).
- Summary & presentation of vision, goals, objectives, and deliverables for TACs and RCT.
- Summary & presentation of RCT vision, goals, and objectives to share with TAC.

Task 3. Coordinating and Facilitating Meetings

ERG will design collaborative working meetings to allow each of the TACs, RCT, and respective members to identify common themes, goals, and outcomes that are designed to lead to comprehensive wildfire resilience strategies. Specifically, members will need to develop goals, objectives, and a vision for the resilience strategy. ERG will gather input from the TAC members regarding current resilience efforts, barriers to success, needs, and current and future funding mechanisms. ERG will work with TAC members to develop actions to increase resilience, which will be the basis for the strategy and overall recommendations presented to the Board of Supervisors in the summary report (further discussed under Task 5).

An Effective Structure for Coordination

The ERG team will support the RCT to provide the overarching vision and objectives and set the strategic framework for the work of the TACs. Specifically, the RCT will:

- **Develop a program vision and goals** to provide a common framework for all TACs to work within.
- **Broaden and deepen engagement with hard-to-reach groups including** community and neighborhood organizations, workers, farmers, under resourced and underserved populations, tribes, private land owners, and others to ensure the priorities and perspectives of those who will be necessary to the development and implementation of the wildfire program are integrated throughout this effort.
- **Design a County-wide perspective and vision** on wildfire and other climate resilience and an understanding of how the work of each of TACs contributes to that larger vision.
- **Support the TACs with timely input and feedback** on deliverables provided from each of the TACs. The ERG team will provide guidance across the TACs to ensure the work meets the expectations and timeframes of the project.

The TAC meetings will address technical issues, consider what matters to Sonoma community members and landowners, discuss how to reach hard to reach groups, brainstorm

how to incentivize and motivate participation, barriers, and methods for increasing resilience for respective technical areas. The TAC meetings, with support of ERG, will discuss with the TACs the need to identify and include the issues that connect to residents and workers in Sonoma and how to translate the technical work into concerns and priorities that are important to people and populations in the county. ERG will meet each of the TACs where TACs are, and realize that the subject matter and assets managed by each TAC will vary. ERG built in flexibility for the number of meetings and meeting frequency for the TACs during the capabilities and capacities (C&C) discussions, identifying actions, and developing actions for recommendations. ERG will design a C&C survey to be completed by TAC team members during Series 2 meetings, focused on gathering existing capabilities, capacities, needs, concerns, existing resilience efforts, and barriers to success.

ERG will support larger, program-wide meetings that are attended by the RCT and TACs to share findings and discuss similarities and differences among needs and barriers, as well as interdependencies among the TACs. The ERG team will design these program-wide meetings to share common themes and areas for collaboration. These integration meetings will provide an opportunity to begin to assemble the different components into a County-wide strategy, including the spatial, policy, organizational, and funding aspects of that strategy.

Meeting Frequency and Increasing Opportunities for Collaboration

While the meeting topics will vary due to the specific issues each of the TACs is responsible for, each of the TACs will follow a similar framework. To ensure a common framework, each of the TACs will meet a minimum of 10 meetings over the two-year timeframe, generally at a pace of every other month. This pace will provide an opportunity for the ERG team to work together to integrate the work of the separate TACs and share findings with the CPM and the RCT. A summary of the anticipated meetings between the RCT, TAC, and program-wide meetings, include:

- **RCT and TAC Planning and Initiation:** Member and partner identification, initial visioning and goal setting.
- **Meeting Series 1:** Project kickoff and finalizing visions, goals, and objectives using an equity lens and the inclusion of priorities and perspectives of hard to reach and under resourced and underserved populations.
- **Meeting Series 2:** Capabilities and capacities, including challenges, opportunities, gaps, and priorities and perspectives of broader Sonoma populations (i.e. landowners, workers, community members, farmers).
- **Meeting Series 3:** Action development and refinement.

Coordinating and Facilitating RCT, TAC, and Program-wide Meetings

ERG will support coordination of the number of meetings for the RCT, and the TACs will be refined in the detailed scope of work developed within the first two weeks of the project's start date, to reflect the availability and appropriate participation of the RCT, which will likely have limited availability and will need to be engaged strategically. In addition to the

following steps, ERG will develop custom materials that are best fit to support the objective and anticipated outputs of each meeting.

Step 1. Refine meeting blueprint and plan the meetings. ERG will use the draft blueprint designed for the RCT and TACs that includes specifics about meeting frequency and topics for discussion, as well as a set day and time that each of the TACs will meet every other month and a set day and time that the RCT will meet quarterly. The ERG team will work with the County to determine the best location to set up a shared site for each of the TACs and the RCT to ensure that the RCT and TACs have a common space to share materials, data, information, and reviews.

The ERG team will provide the process agenda for each meeting 10 days in advance of the meetings, and all meeting materials at least seven days prior to the meeting to obtain input and make modifications, as needed. ERG will revise the agenda and meeting material based on feedback and will share the finalized agenda with all meeting attendees. ERG will share all material with participants after the meetings.

Step 2. Facilitate the meetings. ERG will work closely with the RCT, CAO, CPM, and TAC leads to facilitate each of the meetings. ERG staff appointed as RCT and TAC Coordinators will lead these meetings with support staff who will take notes. The ERG team's RCT and TAC Coordinators will ensure that meetings are effective, efficient, and that goals and objectives are met. Meetings will be designed as working sessions to ensure that the time is spent advancing the TACs goals and objectives.

Step 3. Report out. During the meetings ERG will take detailed notes on the items discussed, key findings, action items, and next steps. The meeting notes will be provided to the RCT, CAO, CPM, and TAC leads within one week following each meeting. The notes summary provided to the CAO and CPM will include an attendance (and affiliations) list.

Task 3 Deliverables/Outputs:

- Meeting schedules, meeting topics and timeline, deliverables, agenda, invitations, and distribution of materials for each meeting facilitated with a TAC and the RCT.
- Meeting objectives and outcomes, all meeting material for each meeting (e.g. presentations, memos, Coordinator reports, summary outcomes from other TACs, summary outcomes from partner engagement, exercises).
- Share site for each of the TACs and the RCT.
- Meeting notes (for each meeting facilitated with a TAC and the RCT).

Task 4. Staffing the RCT and Organizational Structure & Long-Term Funding TAC

The ERG team will staff and coordinate the RCT and Organizational Structure & Long-term Funding TAC, while gathering the input and feedback needed to inform the overall recommendations. Engaging with the RCT will occur in different ways, including over email, in one-on-one engagement and in special scheduled meetings to increase timely participation.

Staffing and Coordinating the RCT

Step 1. Refine RCT blueprint. Building on the work plan developed under Tasks 1, 2, and 3, ERG will refine the blueprint developed and shared with the CAO and CPM that describes the timeline, topics, frequency of meetings, draft objectives and outcomes for each meeting, members, and interaction with the TACs and partner engagement. A set day and time will be identified in close coordination with the RCT members for the quarterly RCT meetings and ERG will identify mitigation strategies to address schedule challenges. The blueprint will also map out additional details for each RCT meeting, specific roles, and responsibilities for RCT members before/after each meeting (e.g., homework, readings, review phases), and any discussion questions to prepare each RCT member for the meetings.

Step 2. Hold and facilitate RCT meetings. Following the Task 1 work plan and RCT blueprint, ERG will hold and facilitate the series of RCT meetings. ERG will develop and send agendas and any pre-meeting material 10 days prior to the meetings and record meeting summary notes. Each meeting will include objectives and outcomes, information from each of the TACs, and outcomes from the partner engagement. Each meeting will be designed as a strategic working session in which the RCT reviews the ongoing work from individual TACs, the community and partner input, and considers how it is aligning and integrating to support a County-wide vision, identifies key findings and gaps, as well as opportunities to pursue. ERG will follow up on each RCT meeting with an action item email and summary of main decision points and discussion items. Refer to Task 3 for additional information about RCT meeting structure.

Staffing and Coordinating the Organizational Structure & Long-term Funding TAC

Step 1. Develop Organizational Structure & Long-term Funding TAC work plan.

Similar to the structure of the Task 1 work plan, ERG will develop a work plan for the Organizational Structure & Long-term Funding TAC that outlines the purpose, goals, objectives, roles and responsibilities, milestones/activities and timeline, and outreach and communications. The work plan will outline main activities ERG will conduct over the course of the project, which include the following:

- *Analysis of Potential Organizational Models:* Assess public, public-private, and non-profit structures that can receive and manage funds and develop and implement plans/projects/grants related to wildfire resilience.
- *Evaluation of Existing Organizational Structures:* Assess other existing models that address multi-jurisdictional challenges that are similar or dissimilar to wildfire resilience and identify best practices, unique opportunities, and barriers of each structure.
- *Assessment of Broader Participation in Organizational Models:* Assess options to include community, sector, landowner, neighborhood, worker, or other representation in the organizational model and look to models that blend government, community, and sector representation.
- *Assessment of Existing Wildfire Resilience Efforts within County Departments and State Agencies:* Assess opportunities for alignment and partnership with existing efforts

in the County and the State of California, in addition to analyzing potential conflicts and areas for improvement.

- *Assessment of Sustainable Funding Mechanisms:* Assess existing funding mechanisms used by other local and regional entities, as well any new or innovative funding mechanisms that could be pursued. Identify milestones needed to establish the funding mechanisms and other key actions and challenges.

The meetings will include report out presentations on assessment summaries, as well as working sessions to walk through research tools and findings. ERG will remain flexible and adaptable based on the needs of the TAC. ERG will send the draft work plan to the TAC and RCT to review, and finalize based on feedback received.

Step 2. Design research tools. Once aligned on the TAC work plan, ERG will develop research tools for the key activities, including:

- ERG will work with the TAC and RCT to identify up to 15 interviewees and develop an initial outreach invite for a RCT (or TAC) member to send out to each interviewee.
- *Desktop review framework:* To help capture relevant information from documents, resources, website, etc., ERG will develop a desk review framework in Excel, which a different tab (or sheet) for each main activity and organized by inventory categories such as name of resource, weblink, description, and other relevant information (e.g., strengths and weaknesses of structure, applicable entity utilizing funding mechanism, key contact).

ERG will leverage recent sustainable funding research conducted for the Sonoma County Climate Resilient Lands Strategy. ERG will update and adapt this baseline information and research for this project. ERG will work with the TAC and RCT to refine and finalize the research tools.

Step 3. Collect data: Once the RCT and TAC approve the research tools, ERG will conduct the desk review for each of the key assessment activities and follow up with each interviewee after the initial outreach email is sent out to schedule the one-hour interview.

Step 4. Analyze data: Following the desk review and interviews, ERG will conduct qualitative analysis of all data collected using inductive and deductive methods to identify key themes. ERG will use the results to develop summaries of findings PowerPoint (PPT) for each key assessment activities.

Step 5. Present summary of findings: ERG will present PPT summaries to the TAC on each key assessment activity that synthesizes the analyses, key findings, trends, and opportunities. Depending on the timing of when each of the assessment activities are completed, the presentations may be separate, individual presentations or merged presentations. These presentations would be part of the existing TAC meeting series; however, ERG can schedule additional TAC meetings, if needed. The summary of findings will help inform the TAC discussions on recommendations (Task 5) for an integrated, sustainable long-term wildfire resiliency program.

Task 4 Deliverables/Outputs:

- Work plan for the Organizational Structure and Long-term Funding TAC.
- Blueprint for staffing, coordinating, and facilitating the RCT.
- Summary and analysis for potential organizational models.
- Summary and evaluation of organizational structure used in other areas.
- Summary and assessment of existing wildfire resilience efforts within County departments and agencies.
- Summary and assessment of sustainable funding mechanisms.

Task 5. Developing Recommendations

The ERG team will develop four main components for the recommendations in the report:

- **Program scope** identified by the Organizational Structure & Long-term Funding TAC based on the summary of findings presented under Task 4.
- **Participation** of the broader Sonoma population of tribes, residents, workers, farmers, and landowners who are critical to the success of a wildfire resilience program and needed to support and advance the work.
- **Funding mechanisms** for the program identified by the work of the TACs, with a focus on the work of the Organizational Structure & Long-term Funding TAC and RCT under Task 4.
- **Comprehensive and landscape scale wildfire resilience strategies** based on the actions developed by the TACs and reviewed by the RCT under Task 3.

As presented under Task 3, the ERG team will strategically design meetings to identify risks, needs, opportunities, and barriers and further work with the TACs to develop actions that are responsive to those risks and leverage the opportunities. The outcomes from the TAC working meetings, the document review conducted by the ERG team guided by TAC members, and input and participation from community, landowners, tribes, farmers, residents, workers, under resourced and underserved communities and others will be the basis for understanding the risks and opportunities for each of the TACs areas. Through a series of meetings, the ERG team will further work with the TACs to identify actions that will directly address the risks, identify opportunities for collaboration with other entities, significantly broaden participation, and to leverage sources of funding.

Step 1. Develop and Implement a Prioritization Process. The ERG team will work with the RCT to develop evaluation criteria to rank and prioritize draft TAC actions, based on the visions and goals from each of the TACs and considerations based on inputs from the County's Racial Equity Toolkit.

The ERG RCT and TAC Coordinators will meet internally to share the common needs and themes identified across the TACs and will identify and coordinate efforts to most effectively and efficiently identify actions to increase wildfire and other climate and community

resilience through multiple adaptation pathways and leveraged funding sources. Once each TAC has developed a draft final list of actions, ERG will:

- **Share draft final actions across the TACs and with the RCT for refinement** and alignment to develop strategies through several program-wide meetings designed to use elements of an open house format and a charrette style approach that will allow for the alignment of different recommendations to serve a larger program purpose or landscape scale solution.
- **Work with TACs and the RCT to finalize actions and develop strategies** based on the actions and suggestions presented by the TACs through an iterative process. The strategies will then be used to inform high-level recommendations. The ERG team will conduct a similar approach to that used in developing the ResilientMass Plan, which included three rounds of action design and refining to create comprehensive, whole of community strategies.
- **Work with the community-based organizations team brought on in Phase 1 to share draft final actions with a broad range of participants** to ensure that participants' priorities and perspectives are reflected, that the language used is understandable and transparent, and to share what will be included and build broad support and resonance for the program.
- **Coordinate review and working sessions** to finalize actions across all scales, including those that serve strategic purposes for a TAC, those that serve an initially small scale but build to a larger action, those that are comprehensive and broader scale, and how all of those fit together to serve as a programmatic strategy to advance wildfire and other community and climate resilience across Sonoma County over the next 5, 30, and 50 years.

Strategies for recommendations will take place at varying levels and scales, including but not limited to: policy recommendations on zoning and land use, programs to increase capacities, projects focused on equity and climate justice, outreach and education, development of additional data tools to inform decision making, restoration projects, land conservation and management, private landowner programs, public agency and landowner strategies, and business and industry actions. Likewise, the different actions will have different time scales for implementation, with some actions being higher priority, easier to implement, or have a strategic advantage, than others. The ERG team will work closely with the RCT, TACs, and the community-based organization brought into the work during Phase 1 to identify the highest priority actions, strategies, and timelines, accordingly.

Step 2. Deliver a Summary of Recommendations. Based on the final strategies and recommendations endorsed by the RCT, CAO, TACs and the broader participation led by the community-based organizations, ERG will compile a document defining the scope of the program and organizational structure (developed under Tasks 4) in addition to the recommendations for the wildfire resiliency program, clearly listing implementation pathways, key partners and organizational structure, timeframe for completion, and potential stable funding sources and mechanisms.

Task 5 Deliverables/Outputs:

- Recommendations, endorsed by the Organizational Structure and Long-term Funding, TAC and the RCT, and broader participants, for the delivery of an integrated, sustainable long-term wildfire resiliency program, including the scope of the program, organizational structure, and funding mechanisms.

Task 6. Summary Report & Presentation

The ERG team will develop a summary report that documents all work performed under Tasks 0 through 5, defined by the following steps:

Step 1. Develop and share the summary report outline with the CPM and the ACO for review and approval. ERG will draft an outline to include an executive summary, vision, goals and objectives of the program; methodology for gathering data; organizational structure and methods of collaboration between the RCT and the TACs; research conducted, and alternatives considered by the TACs; descriptions of the outreach, engagement, meeting materials, and public participation through the process; and key findings and recommendations for the integrated, sustainable long-term wildfire resiliency program. The ERG team will incorporate a round of edits on the outline before moving forward with report development.

Step 2. Determine review and approval process. ERG will determine the approach for public review and County approval and develop a report that will meet those objectives.

Step 3. Develop the summary report. The ERG team will begin developing the summary report. The ERG team will provide a draft report to the CPM, RCT, and CAO for review. ERG will incorporate two rounds of edits and will produce a copy-edited and 508-compliant final report.

Step 4. Prepare a condensed version of the summary report. The condensed document will be based on the summary report but will only include key findings and recommendations and a brief summary of critical supporting information. ERG will engage ERG's team of graphics experts to develop infographics that present the critical concepts of the plan. This document will also be copy-edited, 508-compliant, and will be translated to Spanish.

Step 5. Deliver final materials. After incorporating edits, the ERG team will deliver the final summary report and key findings and recommendations (English and Spanish) to the County by at least October 31, 2025. The ERG team will develop a slide deck of the key findings and recommendations and critical supporting information. The presentation will be provided to the County at least two weeks before the final slide deck is due and will allow the County one week to provide edits and revisions. The ERG team will finalize the slide deck based on input from the County and will have the final version translated to Spanish. The final presentation materials will be provided to the County by November 15, 2025.

Task 7. Outreach & Engagement

For Task 7, the ERG team, led by WRA with strategic participation from ERG, will design and implement an Outreach and Engagement Plan to focus on increasing participation in Sonoma's wildfire work. The work will prioritize bringing in new voices and perspectives to ensure that the design of the wildfire resilience program reflects the whole of Sonoma, is transparent and has broad support. The ERG team will design a plan that is built on a range of approaches that have been successful at reaching hard to reach groups. This includes partnering with community-based organizations that have deep ties in hard-to-reach communities and populations and providing community-based organizations with stipends to lead components of the engagement for the project. ERG will leverage the expertise of County and governmental partners, community members, and subject matter experts in an effective, equitable, and efficient manner to inform the approach.

Outreach & Engagement Design

Step 1. Background Research, Engagement Partner Identification and Methods. The ERG team will review and/or consider the methodologies and supporting appendices of up to six (6) reports (e.g., Vital Lands Initiative, Sonoma County Climate Resilient Land Strategies, Sonoma Climate Mobilization, and Sonoma Parks Climate Action Plan) and or other relevant literature specific to previous engagement done for wildfire resilience within Sonoma County, selected by the County, as well as reviewing the County's Racial Equity Toolkit. Recognizing that the County has already done significant work to consider when developing future wildfire resilience programs, ERG will synthesize the priorities and perspectives that were shared in these efforts, the missing participants or voices in the efforts (or the gaps in participation), relevant tactics, key engagement partners, innovative engagement efforts, and best management practices for engaging hard-to-reach groups as it pertains to the Outreach and Engagement Plan.

The ERG team will develop a summary of the priorities and perspectives shared in prior efforts to use to confirm with the TACs and with the community-based organizations brought onto the ERG team that will help to engage residents, workers, under resourced and underserved populations, farmers, and others. This will communicate to participants that ERG is leveraging prior work and honoring past contributions.

Step 2. Identify Key Partners. As informed by the research conducted under Step 1, the ERG team will create a comprehensive list of participating partners not affiliated with the TACs, as well as those participant groups who were missing from prior processes. Three groups will be identified: Key Partners (including tribes), Community-based Organizations (CBOs), and missing participant groups. The ERG team will work with the County to ensure all partners identified for the Outreach and Engagement Plan are not already existing members of one or more of the TACs.

Key Partners, defined as agencies, tribes (both with and without federally recognized status), local governments, and other decision-making entities, will be identified with the guidance of the County for participation within the Outreach and Engagement Plan. The

ERG team will identify no more than one representative of four (4) local governments and three (3) fire protection districts and no more than five (5) other representatives from this group. The ERG team will ask each tribe for up to three (3) members to participate in the Outreach and Engagement Plan.

CBOs, defined as non-profits and other collaborations and organizations who directly work with the community and/or partner with the County on similar projects, will also be identified with the help of the County for participation within the Outreach and Engagement Plan. ERG will identify a handful CBOs to bring into the project as project partners who will share in the task of engaging residents, workers, landowners, communities, under resourced and underserved populations, farmers, and other hard to reach groups. CBOs will be selected based on CBOs ability to reach the groups described above, and CBOs capacity to support the ERG team in sustaining the engagement and participation of these groups. Stipends will be available to pay participants in the process for participants' time and contributions, with a focus on under resourced and underserved populations.

Missing participant groups, defined as those that have not participated in a sustained way or only had limited participation in prior County efforts. The ERG team will work with the CBOs, brought into the project, to develop a strategy to increase participation from these missing groups, including hosting events in missing participant group communities, attending existing meetings, holding listening sessions, providing stipends for participation, and removing barriers to participation (e.g. meeting times, childcare, transportation, food).

Step 3. Develop Key Goals and Objectives, Methods, Schedule, and Outcomes. To form a holistic engagement plan that includes diverse feedback and perspectives, the ERG team will develop clear goals, objectives, and a schedule to ensure that the overarching project purpose is met within the timeline. Goals and objectives will include:

1. Community priorities and perspectives
2. Equity and climate justice
3. Existing County projects and outcomes
4. Objectives for a county Wildfire Resilience Program and a whole of county approach
5. Vegetation management
6. Priorities in forested lands communities
7. Priorities in the Wildland Urban Interface (WUI)
8. Detection and evacuation
9. Funding sources
10. Education & outreach
11. Fire resistant homes
12. Roles and support for participation in wildfire resilience

Preliminary goals and objectives for outreach and engagement will be shared with the County for feedback. Once finalized, the ERG team will design methods, outcomes, and a schedule, which will be guided by the identified goals and objectives. Methods will include bringing a handful of CBOs into the project to support sustained engagement with hard to

reach groups and missing participants, hosting events in community spaces, open houses to hear community ideas and perspectives, attending and presenting at community meetings, identifying neighborhood groups and hosting events at the neighborhood scale to deepen engagement and discussion, focus groups, in-person listening sessions, small and large group community meetings, community mapping and charrettes, and open house events to obtain input on draft materials. ERG will work closely with CBO partners to ensure that meeting approaches and materials are designed to reflect the groups that are being engaged, that the information is provided clearly and transparently, and the format prioritizes hearing from and providing what participants need to engage effectively.

Areas in Sonoma with under resourced and underserved populations and communities, such as Roseland and The Springs, will have access to stipends to compensate community members for the participation and contributions. Meetings will be designed to reduce barriers to participation, with a priority on hosting discussions within community spaces or at existing community events and during times when most people are available.

The ERG team will ensure that engagement methods also consider existing barriers to partner participation and include potential alternative targeted engagement strategies to reach these communities. ERG will design these engagements and events in partnership with partner CBOs and ERG will follow CBOs' lead based on CBOs' existing relationships with community members to address these barriers. The ERG team has set aside \$17,000 in stipends to pay CBOs to lead components of the engagement and partner with ERG on other aspects, as well as to compensate participants for participants' time and contributions. ERG will coordinate compensation (allocated to the representing organization) based on the role of the CBO in the process or the number of hours or type of contribution of participants.

Step 4. Complete the Racial Equity Toolkit. As part of the methods described above, the ERG team will complete the County's Racial Equity Toolkit, to operationalize equity at every step of the Outreach and Engagement Plan. A draft of the toolkit will be provided to the County for feedback before a final draft is submitted. While the due date provided is far in advanced, the ERG team is committed to utilizing this toolkit early on to ensure that every engagement step is centered in equity from the beginning. The ERG team will work with partner CBOs to complete the Toolkit during the first half of 2024, and revisit it at key stages in project development and the implementation of Outreach and Engagement Plan.

Outreach & Engagement Plan Drafting and Implementation

Step 1. Develop the draft and final Outreach & Engagement Plan. The ERG team will synthesize the work accomplished during the previous steps under Task 7 to create the first draft, second draft, and final version of the Outreach and Engagement Plan. The final Outreach and Engagement Plan will be culturally competent and will identify tools, methods, and approaches to increase participation and engagement from missing participants and broaden the perspectives and voices included in wildfire resilience and climate work, reduce

participation barriers, and increase the range and depth of participation of key partners such as CBOs, including those representing the Latinx community and tribes.

Step 2. Implement Outreach and Engagement Plan. The implementation of the Outreach and Engagement Plan will be ongoing throughout the two year duration of the project. ERG will reflect the priorities of outreach and engagement in the Plan and will include a focus on under resourced and underserved populations, hard to reach groups, and broadening participation to ensure a whole of Sonoma approach to the wildfire resilience program development and implementation. Another major focus of outreach and engagement will be to communicate clearly and transparently about the County's existing efforts and County outcomes, the current and future risks and opportunities, and the options and benefits presented by a new wildfire resilience program. The Outreach and Engagement Plan will begin by identifying CBOs to partner with and compensate for CBOs role in working with the ERG team to design and implement the engagement for the project.

The outreach and engagement will begin with ERG conducting an evaluation and summary of recent past engagement efforts and the perspectives and priorities shared as part of recent efforts, as well as who was engaged and who was not engaged in past efforts. This step will include discussing with the lead agency for the engagement effort what went well, what was challenging, and who was missing from the effort and why. Once those summaries are complete and have been reviewed by the County, the ERG team will use the summaries to engage with possible CBO partners to provide CBO partners with what has been done, who has been missing, and the priorities and perspectives from prior engagement. This first phase of engagement will include developing agreements with selected CBOs regarding CBOs' role, the amount of stipend that CBOs will receive, a timeline for CBOs' efforts and set of expectations for CBOs' participation. Once roles and compensation are defined, refined engagement approaches and tools will be developed in partnership with the selected CBOs for each participant group.

Initial engagement with participant groups will begin with an overview of the Sonoma Wildfire Resilience project, including the summary of past engagement outcomes, a discussion of existing Sonoma wildfire and broader climate resilience efforts, and opportunities for engagement and participation in this effort. These initial engagements will provide an opportunity for participants to share priorities, perspectives, and concerns regarding wildfire and climate resilience, broader issues, and confirm or refine the summary of findings from past engagement.

The next phase of outreach and engagement will include ERG developing material based on outcomes from TACs, which will reflect the integration of the priorities, perspectives and concerns shared at the initial engagements. During this phase of engagement, the ERG team, including partner CBOs, will share the progress of the TACs. These meetings will include the vision, goals, and objectives for each TAC, the opportunities and challenges identified, and community roles for each subject matter area. Other areas of engagement with participants will be tailored to specific groups. Engagements will be designed to reduce barriers, support participation from hard-to-reach groups, and broaden engagement. This

phase of outreach and engagement will include ERG developing and designing broad messages to share across the county to increase awareness, provide clear and transparent information about the effort, and build support for the development of a sustainable wildfire resilience program.

The final phase of outreach and engagement as part of this project will focus on sharing the draft outcomes from each of the TACs, identifying how these outcomes were informed by the participant engagement conducted in Phases 1 and 2 described above, and how the priorities and perspectives shared during those phases were integrated into the work of the TACs. This step will focus on the actions, findings, recommendations, roles, and other outcomes from each TAC, as well as the overall strategy for the program and the recommendation for an organizational model or the range of possible organizational models. ERG will design engagement to allow for meaningful input on the findings and recommendations, including identifying TACs' role in the efforts going forward. This will be a critical step in gaining support, building momentum, and ensuring sustained engagement in the process and the program. This phase of the outreach and engagement will update broad messaging to include the recommendations from the TACs, the overall program design and organizational model, the benefits, and opportunities that the program will provide to the county, and the importance of a whole of county approach to its success. Table 3 outlines engagement effort opportunities, but is not exhaustive and can remain flexible based on availability and partnership management.

Table 3 Outline of Engagement Efforts.

Engagement Phase	Timeline	Engagement Focus	Engagement Efforts
1	March 2024 - June 2024	Assess past engagement, identify missing participants, bring on CBOs	One on one meetings with potential CBO partners, engagement at existing community meetings, hosting events at community spaces, information and engagement tables at community events, small group meetings with hard to reach groups, listening sessions, and open houses.
2	July 2024 - December 2024	Priorities and perspectives on TAC and RCT outputs, develop and share info about effort broadly	Engagements at existing community meetings, hosting events and meetings within specific geographic areas and communities, develop material for different audiences that can be presented by CBOs and others, develop broad outreach material to increase knowledge and support across Sonoma, information and engagement tables at community events, and open houses. Assess value of broader community meetings with open house or charette format.

3	January 2025 - June 2025	Confirmation of integration of participant priorities and perspectives, input, and recommendations on TAC and RCT actions and organizational models	Ensure that engagement in the third phase of the effort sustains the engagement of the first two phases and follows up with those previously engaged, engage at existing community meetings, and refine and revise approach based on lessons learned in Phases 1 and 2.
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Step 2. Provide quarterly progress reports and phase reports. The ERG team will prepare up to ten (10) quarterly outreach and engagement progress reports to update the County, including updates to the TACs and the RCT to inform ongoing work. The reports will include organizations and individual engaged, the number of individual engagements, engagement strategies, best management practices, lessons learned, and next steps. The progress reports will also provide updates on the progress of applying the Racial Equity Toolkit. The ERG team will aggregate all of the qualitative and quantitative data from the engagement efforts and summarize it in one report by phase. The five (5) reports will be used by the ERG team to inform final deliverables and recommendations on the long-term sustainable wildfire resiliency plan.

Task 7 Deliverables/Outputs:

- First and second draft and final version of the Outreach and Engagement Plan.
- Quarterly outreach and engagement progress reports.
- Workplans and stipend agreements with selected CBOs, material from engagements, outreach material.
- Completed Racial Equity Toolkit Questionnaire.

Task 8. Project Management and Reporting

ERG will schedule regular recurring monthly calls with the County. At least two days prior to the call ERG will provide a summary of work performed and progress made during the project (including key deliverables and milestones) for the previous month to the County for review. ERG will begin the meeting reviewing the summary and asking if there are outstanding questions or points of clarification needed. After answering questions and making points of clarification, the ERG team will revise the summary and will submit it to the County with the monthly invoice.

As also discussed under Task 0, the ERG team will meet with the CPM and will meet with the CAO regarding the RCT and the leaders of the TACs on a regular frequency. To ensure effective project implementation, the ERG team will develop a database used to track issues, potential remedies, those responsible for responding, the status of issues identified by the

TACs and RCT, and the deadline in which the issue must be addressed to prevent project delays. Once an issue is identified and entered into the tracker, the ERG team will notify the staff lead and CAO of issues requiring CPM and CAO attention as soon as possible.

Task 8 Deliverables/Outputs:

- Monthly progress summary (initial and revised, to be delivered with invoice).
- Periodic meetings with staff lead and CAO.
- Development, continuous updates, and reports from the Issue Tracking and Alert System.

Task 9. Project Close-out

The ERG team will support the County in the final presentation of key findings and recommendations to the Board of Supervisors. The ERG team will coordinate up to two meetings with the CPM in preparation for the final meeting with the Board of Supervisors. The ERG team will present and participate in two meetings with the Board of Supervisors, and is prepared to answer questions during both sessions. After meeting with the Board of Supervisors, the ERG team will develop a presentation providing an overview of the project and a set of lessons learned that can be utilized to further implement and guide the recommendations or to address other multi-jurisdictional challenges throughout Sonoma County.

Task 9 Deliverables/Outputs:

- Meetings with CPM to prepare for Board of Supervisors meeting (up to two).
- Participating in meetings with the Board of Supervisors (up to two).
- Participating in the project close-out meeting.
- Developing and delivering a summary of lessons learned from the project.

Eastern Research Group, Inc.
EXHIBIT B: Budget and Schedule

Contracts Pricing Proposal
T&M

NAME OF OFFEROR: Eastern Research Group, Inc.
561 Virginia Road
Building 4 - Suite 300
Concord, MA 01742

Title: Wildlife Resilience and Climate Change Planning and Coordination
Client: County of Sonoma
B#: 0022.01.003.994

DETAILED PRICING OF COST ELEMENTS

Labor Billing Rates	Task 0: Internal Project Meetings	Task 1: Two-Year Work Plan			Task 2: Launching the RCT and TACs			Task 3: Coordinating and Facilitating Meetings			Task 4: Studying the RCT and Organizational Structure & Long-term Funding TAC			Task 5: Developing Recommendations			Task 6: Summary Report & Presentation			Task 7: Outreach & Engagement			Task 8: Project Management and Reporting			Task 9: Project Close-out			Totals
		Quantity	Cost		Quantity	Cost		Quantity	Cost		Quantity	Cost		Quantity	Cost		Quantity	Cost		Quantity	Cost		Quantity	Cost		Quantity	Cost		
A.	Labor Category	3	\$771	4	\$1,028	15	\$3,855	40	\$10,280	10	\$2,570	8	\$2,056	50	\$12,850	23	\$5,911	10	\$2,570	10	\$2,570	173	\$44,451						
	Professional Level 4	7	\$1,127	12	\$1,932	65	\$10,465	125	\$20,125	136	\$21,896	54	\$9,694	60	\$9,660	16	\$2,986	30	\$4,830	20	\$3,220	527	\$94,847						
	Professional Level 3	6	\$732	12	\$1,644	50	\$6,100	165	\$20,130	120	\$14,640	30	\$3,660	170	\$20,740	8	\$976	20	\$2,440	20	\$2,440	601	\$73,322						
	Professional Level 2	0	\$0	0	\$0	15	\$1,275	50	\$4,250	60	\$5,100	8	\$680	15	\$1,275	0	\$0	0	\$0	0	\$0	148	\$12,580						
	Professional Level 1	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0						
B.	Total ERG Labor	16	\$2,630	28	\$4,424	145	\$21,635	380	\$54,765	326	\$44,206	100	\$15,090	295	\$44,525	49	\$5,785	60	\$3,640	50	\$6,230	1,449	\$215,210						
	Subcontractors																												
	Labor:	10	\$2,170	14	\$3,038	10	\$2,170	164	\$35,588	-	\$0	10	\$2,170	17	\$3,689	185	\$40,145	24.00	\$5,208	-	\$0	434	\$94,178						
	Associate Environmental Planner	6	\$1,152	6	\$1,152	6	\$1,152	50	\$17,664	-	\$0	4	\$768	4	\$768	110	\$21,120	8.00	\$1,536	-	\$0	236	\$46,312						
	Environmental Planner II	0	\$0	-	\$0	-	\$0	20	\$3,540	-	\$0	0	\$0	0	\$0	34	\$6,018	6.00	\$1,062	-	\$0	60	\$10,620						
	Document Specialist	-	\$0	-	\$0	-	\$0	0	\$0	-	\$0	0	\$0	4	\$376	15	\$14,100	-	\$0	-	\$0	19	\$1,766						
	Other Direct Costs/Travel:	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	1,200	\$786	0	\$0	0	\$0	0	\$0						
	Mileage (15 miles round trip per trip x 80 trips)	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	1	\$17,000	0	\$0	0	\$0	0	\$0						
	Community-based Organization Stipends	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	1	\$1,000	0	\$0	0	\$0	0	\$0						
	Reproduction	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0						
Total subcontractors	16	\$3,322	20	\$4,190	16	\$3,322	276	\$56,792	0	\$0	14	\$2,938	25	\$4,833	344	\$67,279	38	\$7,866	0	\$0	453	\$110,642							
C.	OTHER DIRECT COSTS																												
	Mileage (130 miles round trip per trip x 18 trips)	0	\$0	0	\$0	0	\$0	1,170	\$766	0	\$0	0	\$0	0	\$0	1,170	\$766	0	\$0	0	\$0	0	\$0						
	Airfare (3 trips from POX to Sonoma)	0	\$0	0	\$0	0	\$0	3	\$750	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0						
	Hotel (3 trips, 1 night stays)	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0						
	Meals	0	\$0	0	\$0	0	\$0	3	\$222	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0						
	TOTAL TRAVEL	0	\$0	0	\$0	0	\$0	3	\$222	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0						
	Miscellaneous Other Direct Costs:	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	1	\$10,000	0	\$0	0	\$0	0	\$0	0	\$0						
	Transaction Fees (Spanish)	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0						
	TOTAL MISCELLANEOUS ODCs	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0						
	TOTAL OTHER DIRECT COSTS	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0						
TOTAL ESTIMATED Price	\$5,952	\$6,614	\$25,017	\$113,786	\$44,206	\$18,028	\$59,359	\$17,646	\$6,230	\$358,867																			

Notes: ERG Labor rates are fully burdened labor rates.

Project Schedule

[illegible]

* Assume project award and contract issued in February 2024 and project start date is March 1, 2024.

Eastern Research Group, Inc.
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.