

DRAFT Agreement for Development of Climate Equity Strategy

This agreement (“Agreement”) is by and between **Sonoma County Water Agency**, a body corporate and politic of the State of California (“Sonoma Water”) and **Rincon Consultants, Inc.**, a California corporation (“Consultant”). The Effective Date of this Agreement is the date the Agreement is last signed by the parties to the Agreement, unless otherwise specified in Paragraph 5.1.

RECITALS

- A. Consultant represents that it is a duly qualified consulting firm, experienced in climate equity strategy development and related services.
- B. Climate change poses a threat to communities and the systems on which they rely, including water supplies, stormwater infrastructure, wastewater systems, agriculture, power and transportation systems, and the natural and built environment (Environmental Protection Agency, 2017).
- C. The extreme drought and flood conditions, sea-level rise, and wildfire risk brought on by climate change disproportionately impact communities of color, indigenous peoples and Tribal nations, immigrant communities, unhoused residents, the elderly, disabled, children, agricultural workers, and rural residents (Greenlining Institute 2019; California Office of Emergency Services 2020).
- D. Sonoma Water recognizes climate-related inequities exist within its service area. Sonoma Water seeks to develop a climate equity strategy with the intention of clarifying climate change impacts on disproportionately affected communities in areas Sonoma Water services. In addition, a climate equity strategy can help identify potential inequities in Sonoma Water’s provision of services brought on by climate change, and help Sonoma Water develop strategies to address these issues in partnership with local community members who are experiencing the greatest inequities
- E. Through the development of a climate equity strategy, Sonoma Water seeks to better understand how climate change currently impacts and will impact vulnerable communities within Sonoma Water’s service area.
- F. Under this Agreement, Consultant will develop a climate equity strategy to guide Sonoma Water’s climate resilience planning and implementation.

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

AGREEMENT

1. RECITALS

- 1.1. The above recitals are true and correct and are incorporated herein.

2. LIST OF EXHIBITS

- 2.1. The following exhibits are attached hereto and incorporated herein:
 - a. Exhibit A: Scope of Work.
 - b. Exhibit B: Schedule of Costs.
 - c. Exhibit C: Estimated Budget for Scope of Work.
 - d. Exhibit D: Insurance Requirements.

3. SCOPE OF SERVICES

- 3.1. *Consultant’s Specified Services:* Consultant shall perform the services described in Exhibit A (Scope of Work), within the times or by the dates provided for in Exhibit A and pursuant to Article 9 (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.
- 3.2. *Cooperation with Sonoma Water:* Consultant shall cooperate with Sonoma Water in the performance of all work hereunder. Consultant shall coordinate the work with Sonoma Water’s Project Manager. Contact information and mailing addresses:

Sonoma Water	Consultant
Project Manager: Sasha Ponomareva 404 Aviation Boulevard Santa Rosa, California 95403-9019 Phone: 512-226-3351 Email: molly.oshun@scwa.ca.gov	Contact: Anna Yip 66 Franklin Street, Suite 300 Oakland, California 94607 Phone: 510-591-1836 Email: ayip@rinconconsultants.com
Remit invoices to:	Remit payments to:
Accounts Payable Same address as above or Email: ap.agreements@scwa.ca.gov	Rincon Consultants, Inc. 180 N. Ashwood Avenue Ventura, California 93003

- 3.3. *Performance Standard and Standard of Care:* Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with the standards of a reasonable professional having specialized knowledge and expertise in the services provided under this Agreement and in accordance with all applicable federal, state and local laws, it being understood that acceptance of Consultant’s work by Sonoma Water shall not operate as a waiver or release. Sonoma Water has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. If Sonoma Water determines that any of Consultant’s work is not in accordance with such level of competency and standard of care, Sonoma Water, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with Sonoma Water 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 6 (Termination); or (d) pursue any and all other remedies at law or in equity.

3.4. *Assigned Personnel:*

- a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time Sonoma Water, 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 Sonoma Water.
- 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 Sonoma Water to be key personnel whose services were a material inducement to Sonoma Water to enter into this Agreement, and without whose services Sonoma Water 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 Sonoma Water.
- c. With respect to performance under this Agreement, Consultant shall employ the following key personnel:

<i>Title</i>	<i>Name</i>
Project Manager	Anna Yip

- d. 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.

4. PAYMENT

4.1. *Total Costs:*

- a. Total costs under this Agreement shall not exceed \$150,000.
- b. No more than \$140,000 will be paid until Draft Administrative Draft CES in Task 8 is submitted

4.2. *Method of Payment:* Consultant shall be paid in accordance with Exhibit B (Schedule of Costs). Billed hourly rates shall include all costs for overhead and any other charges, other than expenses specifically identified in Exhibit B. Expenses not expressly authorized by the Agreement shall not be reimbursed.

4.3. *Invoices:* Consultant shall submit its bills in arrears on a monthly basis, based on work completed for the period, in a form approved by Sonoma Water. The bills shall show or include:

- a. Consultant name.

- b. Agreement title and TW 24/25-019.
 - c. Sonoma Water's Project-Activity Code B0013D034.
 - d. Task performed with an itemized description of services rendered by date.
 - e. Summary of work performed by subconsultants, as described in Paragraph 14.4.
 - f. Time in quarter hours devoted to the task.
 - g. Hourly rate(s) and title(s) of the person(s) performing the task.
 - h. List of reimbursable materials and expenses.
 - i. Copies of receipts for reimbursable materials and expenses.
- 4.4. *Monthly Reports with Invoices:* Payment of invoices is subject to receipt of the monthly reports required under Task 2, Paragraph 1.2.c, of Exhibit A.
- 4.5. *Cost Tracking:* Consultant has provided an estimated breakdown of costs, included in Exhibit C (Estimated Budget for Scope of Work). Exhibit C will only be used as a tool to monitor progress of work and budget. Actual payment will be made as specified in Paragraph 4.1.b above.
- 4.6. *Timing of Payments:* Unless otherwise noted in this Agreement, payments shall be made within the normal course of Sonoma Water business after presentation of an invoice in a form approved by Sonoma Water for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by Sonoma Water.
- 4.7. *Taxes Withheld by Sonoma Water:*
- a. Pursuant to California Revenue and Taxation Code (R&TC) section 18662, Sonoma Water 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.
 - b. If Consultant does not qualify, as described in Paragraph 4.7.a, Sonoma Water requires that a completed and signed Form 587 be provided by Consultant in order for payments to be made. If Consultant is qualified, as described in Paragraph 4.7.a, then Sonoma Water 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, Consultant agrees to promptly notify Sonoma Water of any changes in the facts. Forms should be sent to Sonoma Water pursuant to Article 15 (Method and Place of Giving Notice, Submitting Bills, and Making Payments) of this Agreement. To reduce the amount withheld, Consultant has the

option to provide Sonoma Water with either a full or partial waiver from the State of California.

5. TERM OF AGREEMENT

5.1. *Term of Agreement:*

- a. This Agreement shall expire on December 31, 2027, unless terminated earlier in accordance with the provisions of Article 6 (Termination).
- b. Sonoma County Water Agency's General Manager shall have the ability to extend the term of this Agreement for up to two additional years by providing written notice to Consultant thirty days in advance of the expiration date noted in this Article. The extension shall be formalized in an amended agreement or amendment signed by Sonoma Water and Consultant.

6. TERMINATION

6.1. *Authority to Terminate:* Sonoma Water's right to terminate may be exercised by Sonoma County Water Agency's General Manager.

6.2. *Termination Without Cause:* Notwithstanding any other provision of this Agreement, at any time and without cause, Sonoma Water shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Consultant.

6.3. *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, Sonoma Water may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

6.4. *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 Sonoma Water 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 subject to Paragraph 12.10 and shall submit to Sonoma Water an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

6.5. *Payment Upon Termination:* Upon termination of this Agreement by Sonoma Water, 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 are to be paid on a per-hour or per-day basis, then Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to termination multiplied by the applicable hourly or daily rate; and further provided, however, that if Sonoma Water terminates the Agreement for cause pursuant to Paragraph 6.3, Sonoma Water shall deduct from such amounts the amount of damage, if any, sustained by Sonoma Water by virtue of the breach of the Agreement by Consultant.

7. INDEMNIFICATION

7.1. Consultant agrees to accept all responsibility for loss or damage to any person or entity, including Sonoma County Water Agency, and to indemnify, hold harmless, and release Sonoma County Water Agency, 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' negligent performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against Sonoma County Water Agency based upon a claim relating to Consultant's or its agents', employees', contractors', subcontractors', or invitees' negligent performance or obligations under this Agreement. Consultant's obligations under this Article 7 apply whether or not there is concurrent or contributory negligence on the part of Sonoma County Water Agency, but, to the extent required by law, excluding liability due to conduct of Sonoma County Water Agency. Sonoma County Water Agency 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, employees, contractors, subcontractors, or invitees under workers' compensation acts, disability benefits acts, or other employee benefit acts.

8. INSURANCE

8.1. 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 D (Insurance Requirements).

9. PROSECUTION OF WORK

9.1. Consultant is authorized to proceed immediately with the performance of this Agreement upon the Effective Date of this Agreement.

10. EXTRA OR CHANGED WORK

10.1. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes to lengthen time schedules or make minor modifications to the scope of work, which do not increase the amount paid under the Agreement, may be executed by Sonoma County Water Agency's General Manager in a form approved by County Counsel. The parties expressly recognize that Sonoma Water personnel are without authorization to order all other 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 Sonoma Water.

11. CONTENT ONLINE ACCESSIBILITY

- 11.1. *Accessibility:* Sonoma Water policy requires that all documents that may be published to the Web meet accessibility standards to the greatest extent possible and utilizing available existing technologies.
- 11.2. *Standards:* All consultants responsible for preparing content intended for use or publication on a Sonoma Water-managed or Sonoma Water-funded web site must comply with applicable federal accessibility standards established by 36 C.F.R. section 1194, pursuant to section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794(d)), Sonoma Water's Web Standards & Guidelines located at <https://sonomacounty.ca.gov/Services/Web-Standards-and-Guidelines/> and Sonoma Water's Web Site Accessibility Policy located at <https://sonomacounty.ca.gov/CAO/Administrative-Policies/9-3-Website-Accessibility-Policy/>.
- 11.3. *Alternate Format:* When it is strictly impossible due to the unavailability of technologies required to produce an accessible document, Consultant shall identify the anticipated accessibility deficiency prior to commencement of any work to produce such deliverables. Consultant agrees to cooperate with Sonoma Water in the development of alternate document formats to maximize the facilitative features of the impacted document(s); e.g., embedding the document with alt-tags that describe complex data/tables.
- 11.4. *Noncompliant Materials; Obligation to Cure:* Remediation of any materials that do not comply with Sonoma Water's Web Site Accessibility Policy shall be the responsibility of Consultant. If Sonoma Water, in its sole and absolute discretion, determines that any deliverable intended for use or publication on any Sonoma Water-managed or Sonoma Water-funded Web site does not comply with

Sonoma Water Accessibility Standards, Sonoma Water will promptly inform Consultant in writing. Upon such notice, Consultant shall, without charge to Sonoma Water, repair or replace the non-compliant materials within such period of time as specified by Sonoma Water in writing. If the required repair or replacement is not completed within the time specified, Sonoma Water shall have the right to do any or all of the following, without prejudice to Sonoma Water's right to pursue any and all other remedies at law or in equity:

- a. Cancel any delivery or task order;
- b. Terminate this Agreement pursuant to the provisions of Article 6 (Termination); and/or
- c. In the case of custom Electronic and Information Technology (EIT) developed by Consultant for Sonoma Water, Sonoma Water may have any necessary changes or repairs performed by itself or by another contractor. In such event, Consultant shall be liable for all expenses incurred by Sonoma Water in connection with such changes or repairs.

11.5. *Sonoma Water's Rights Reserved:* Notwithstanding the foregoing, Sonoma Water may accept deliverables that are not strictly compliant with Sonoma Water Accessibility Standards if Sonoma Water, in its sole and absolute discretion, determines that acceptance of such products or services is in Sonoma Water's best interest.

12. REPRESENTATIONS OF CONSULTANT

12.1. *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 Sonoma Water and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits Sonoma Water provides its employees. In the event Sonoma Water exercises its right to terminate this Agreement pursuant to Article 6 (Termination), Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

12.2. *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 Consultant becomes debarred, Consultant has the obligation to inform Sonoma Water.

12.3. *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 Sonoma Water harmless from any liability which it may incur to the United States or to the State of California or to any other public entity as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case Sonoma Water is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish Sonoma Water with proof of payment of taxes on these earnings.

- 12.4. *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 Sonoma Water for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.
- 12.5. *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 required by law or requested to do so by Sonoma Water, Consultant shall submit a completed Fair Political Practices Commission Statement of Economic Interests (Form 700) with Sonoma Water within 30 calendar days after the Effective Date of this Agreement and each year thereafter during the term of this Agreement, or as required by state law.
- 12.6. *Statutory Compliance/Living Wage Ordinance:* Consultant agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Consultant expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.
- 12.7. *Nondiscrimination:* 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 of Sonoma's

Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

- 12.8. *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.
- 12.9. *Assignment of Rights:* Consultant assigns to Sonoma Water all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the work, 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 Sonoma Water 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 Sonoma Water may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of Sonoma Water. 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 Sonoma Water.
- 12.10. *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 Sonoma Water. Sonoma Water 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 Sonoma Water all such documents, which have not already been provided to Sonoma Water in such form or format as Sonoma Water deems appropriate. Such documents shall be and will remain the property of Sonoma Water 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 Sonoma Water.
- 12.11. *Authority:* The undersigned hereby represents and warrants that the undersigned has authority to execute and deliver this Agreement on behalf of Consultant.
- 12.12. *Nondisclosure of Confidential Information:* While doing the work required by this Agreement, Consultant may have access to technical information and materials pertaining to Sonoma Water's sensitive information or data determined by Sonoma Water to be confidential ("Confidential Information"). The Confidential Information may include confidential or proprietary information or trade secrets exempt from disclosure under provisions of the California Public Records Act. In

consideration of disclosure by Sonoma Water of Confidential Information to Consultant, Consultant and its agents shall hold any material or information designated by Sonoma Water as Confidential in strict confidence and shall not disclose it or otherwise make it available, in any form or matter whatsoever, to any person or entity without the prior written consent of Sonoma Water, except as may be ordered by a court of law. Immediately upon receipt of any request or demand for disclosure of any Confidential Information within the scope of this Agreement, Consultant shall give Sonoma Water written notice and a copy of the request and the time period, if any, within which Consultant is required to respond to the request. Upon termination of this Agreement, Consultant shall return Confidential Information in its possession, including copies, to Sonoma Water. Consultant's obligation to maintain material and information designated as Confidential in strict confidence shall survive completion of work under this Agreement and termination of this Agreement and, as provided for in Paragraph 12.10, Consultant agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of Sonoma Water.

13. DEMAND FOR ASSURANCE

- 13.1. 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 13 limits Sonoma Water's right to terminate this Agreement pursuant to Article 6 (Termination).

14. ASSIGNMENT AND DELEGATION

- 14.1. *Consent:* 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.
- 14.2. *Subcontracts:* Notwithstanding the foregoing, Consultant may enter into subcontracts with the subconsultants specifically identified herein. If no

subconsultants are listed, then no subconsultants will be utilized in the performance of the work specified in this Agreement. Approved subconsultants are as follows:

<i>Full Legal Name</i>	<i>Type of Services</i>	<i>Prevailing Wages Apply? Y/N</i>
Stantec Consulting Services Inc.	Water resources and water supply planning; equitable climate resilience and adaptation planning	N

14.3. *Change of Subcontractors or Subconsultants:* If, after execution of the Agreement, parties agree that subconsultants not listed in Paragraph 14.2 will be utilized, Consultant may enter into subcontracts with subconsultants to perform other specific duties pursuant to the provisions of this Paragraph 14.3. The following provisions apply to any subcontract entered into by Consultant other than those listed in Paragraph 14.2:

- a. Prior to entering into any contract with subconsultant, Consultant shall obtain Sonoma Water approval of subconsultant.
- b. All agreements with subconsultants shall (a) contain indemnity requirements in favor of Sonoma Water in substantially the same form as that contained in Article 7 (Indemnification), (b) contain language that the subconsultant may be terminated with or without cause upon reasonable written notice, and (c) prohibit the assignment or delegation of work under the agreement to any third party.

14.4. *Summary of Subconsultants' Work:* Consultant shall provide Sonoma Water with a summary of work performed by subconsultants with each invoice submitted under Paragraph 4.3. Such summary shall identify the individuals performing work on behalf of subconsultants and the total amount paid to subconsultant, broken down by the tasks listed in the Scope of Work.

15. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS, AND MAKING PAYMENTS

15.1. *Method of Delivery:* All notices, bills, and payments shall be made in writing and shall be given by personal delivery, U.S. Mail, courier service, or electronic means. Notices, bills, and payments shall be addressed as specified in Paragraph 3.2.

15.2. *Receipt:* 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 electronic means, 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 deposited in the U.S. mail and postmarked on the date of the electronic transmission (for a payment, on or before the due date), (2) the sender has a

written confirmation of the electronic transmission, and (3) the electronic transmission 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 Article 15.

16. MISCELLANEOUS PROVISIONS

- 16.1. *No Bottled Water:* In accordance with Sonoma Water Board of Directors Resolution No. 09-0920, dated September 29, 2009, no Sonoma Water funding shall be used to purchase single-serving, disposable water bottles for use in Sonoma Water facilities or at Sonoma Water-sponsored events. This restriction shall not apply when potable water is not available.
- 16.2. *No Waiver of Breach:* The waiver by Sonoma Water of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.
- 16.3. *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 Sonoma Water 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 Sonoma Water acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.
- 16.4. *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.
- 16.5. *No Third-Party Beneficiaries:* Except as provided in Article 7 (Indemnification), nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
- 16.6. *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 in the forum nearest to the City of Santa Rosa, in the County of Sonoma.

- 16.7. *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.
- 16.8. *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. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
- 16.9. *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.
- 16.10. *Time of Essence:* Time is and shall be of the essence of this Agreement and every provision hereof.
- 16.11. *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 electronic means, 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.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last signed by the parties to the Agreement.

Reviewed as to funds:

TW 24/25-019

By: _____
Sonoma County Water Agency
Division Manager - Administrative
Services

Approved as to form:

By: _____
Adam Brand, Assistant County Counsel

Insurance Documentation is on file with
Sonoma Water

Date/TW Initials: _____

Sonoma County Water Agency

Rincon Consultants, Inc., a California
corporation

DRAFT

By: _____
Grant Davis
General Manager
Authorized per Sonoma County Water
Agency's Board of Directors Action on
August 12, 2025

By: _____

Name: _____

Title: _____

Date: _____

Date: _____

Exhibit A

Scope of Work

1. TASKS

1.1. Task 1: Kickoff Meeting

- a. Organize an initial, virtual kickoff meeting with Sonoma Water to discuss goals and objectives including, but not limited to, the following:
 - i. Refining the scope of work and proposed schedule.
 - ii. Defining the scope of Sonoma Water’s Core Services.
 - iii. Establishing project management procedures, including communication protocols and invoicing requirements.
- b. Prepare and distribute meeting agenda and meeting notes.
- c. Project Plan
 - i. Contents. Prepare a project plan that includes, but is not limited to, the items below:
 - a) Table of Contents.
 - b) Adjusted project schedule.
 - c) Final scope of work.
 - d) Organizational chart and contact list.
 - e) List of existing applicable documents, data, and policies (to be used Task 4 for the MAST and Task 5 for the Preliminary Climate Equity Analysis).
 - f) Other information as requested by Sonoma Water.
- d. Deliverables: Submit the below deliverables in accordance with Paragraph 2.1 (Review and Acceptance of Deliverables).

Deliverable	Due Date
Kickoff meeting	Within 2 weeks after Effective Date
Meeting agenda	Three business days before kickoff meeting
Draft meeting notes	Within 2 business days after meeting
Final meeting notes	Within 5 business days after receiving Sonoma Water feedback
Draft project plan	Within 2 weeks of kickoff meeting
Final project plan	Within 2 weeks after receiving Sonoma Water’s written comments on draft

1.2. Task 2: Project Management and Biweekly Project Management Meetings

- a. Organize and host 30-minute, virtual biweekly check-in meetings with Sonoma Water. Topics include, but are not limited to, the following:
 - i. Project progress.

- ii. Status of deliverables.
- iii. Potential risks.
- iv. Budget updates.
- b. Prepare and distribute meeting agenda and meeting notes for each meeting.
- c. Monthly progress reports with invoices
 - i. Prepare monthly progress reports and invoices. Submit to Sonoma Water in accordance with the date listed for this deliverable.
 - ii. Include the following in each monthly progress report:
 - a) A detailed list of work performed.
 - b) Dates and subject of meetings conducted, meeting attendees, and summary of meeting results.
 - c) Other information as appropriate or as requested by Sonoma Water
- d. Deliverables: Submit the below deliverables in accordance with Paragraph 2.1 (Review and Acceptance of Deliverables).

Deliverable	Due Date
Meeting agendas	2 business days before each meeting
Draft meeting notes	Within 2 business days after meeting
Meeting notes	Within 5 business days after receiving Sonoma Water feedback on the notes
Monthly progress reports and invoices	Within 2 weeks after the end of each month

1.3. Task 3: Monthly Engagement Meetings

- a. Organize and participate in monthly virtual engagement coordination meetings with Sonoma Water. Meetings will focus on coordination, planning, and discussion of engagement activities including, but not limited to, the following topics:
 - i. Outreach efforts.
 - ii. Messaging coordination.
 - iii. Effective integration of engagement activities throughout the project.
- b. Prepare and distribute meeting agendas and meeting notes for each meeting.
- c. Deliverables: Submit the below deliverables in accordance with Paragraph 2.1 (Review and Acceptance of Deliverables).

Deliverable	Due Date
Meeting agendas	2 business days before each meeting
Draft meeting notes	Within 2 business days after meeting
Final meeting notes	Within 5 business days after receiving Sonoma Water feedback on the notes

1.4. Task 4: Measure Analysis and Success Tracking Tool

- a. Prepare a Measure Analysis and Success Tracking (MAST) tool in Excel format summarizing Sonoma Water’s existing equity efforts in relation to adaptation and mitigation actions
- b. Review Sonoma Water programs and policies to include in the MAST tool, including, but not limited to, the following items:
 - i. Sonoma Water Climate Adaptation Plan.
 - ii. Sonoma Water Climate Adaptation Plan Phasing Plan.
 - iii. Sonoma Water Energy and Climate Resiliency Policy.
 - iv. Sonoma Water 2023 Strategic Plan.
 - v. Sonoma County Strategic Plan (as it relates to Sonoma Water’s climate program).
 - vi. Sonoma County Racial Equity Action Plan (as it relates to Sonoma Water’s climate program).
 - vii. County of Sonoma Climate Resilience Comprehensive Action Plan (as it relates to Sonoma Water’s climate program).
 - viii. Russian River Watershed Resiliency Plan Pilot Program.
 - ix. Santa Rosa Water Now Alliance “Project Accelerator Findings and Summary: Santa Rosa Water Spanish Language Water Use Efficiency Program Enhancements” Report.
- c. During one biweekly check-in meeting as described in Task 2 and determined by Sonoma Water, present the MAST tool and a summary presentation of key findings.
- d. Provide a slide deck summarizing the results of the MAST tool.

Deliverable	Due Date
MAST tool Excel file	Within 2 months after kickoff meeting in Task 1
Slide deck	Within 3 months after kickoff meeting in Task 1

- 1.5. Task 5: Preliminary Climate Equity Analysis
 - a. Develop a Preliminary Climate Equity Analysis (Preliminary Analysis).
 - i. Contents. Prepare a Preliminary Analysis that includes, but is not limited to, the items below:
 - a) Table of Contents.
 - b) Summary Document: A narrative report outlining key findings and equity metrics for tracking climate impacts on Sonoma Water’s services.
 - c) Interactive Spatial Analysis Component: An interactive GIS map visualizing climate vulnerabilities across Sonoma Water’s Core Services. Spatial layers will include datasets provided by Sonoma

- Water and publicly available sources. Facilitate/support transfer of asset/database to Sonoma Water’s GIS drive.
- d) Static Maps: Up to five static maps depicting data such as service area locations facing disproportionate social and climate vulnerability, or service area locations facing climate-related inequities in Sonoma Water’s provision of core services
 - e) Other information as requested by Sonoma Water.
- b. Facilitate up to five, one-hour virtual meetings with Sonoma Water and key external partners. These meetings will focus on reviewing relevant datasets, GIS layers, and draft equity metrics to include in the Preliminary Analysis.
 - c. Following Sonoma Water’s review and approval of the MAST tool findings, develop a draft Spatial Analysis Component (GIS tool), including stationary maps, and a draft Preliminary Analysis Summary.
 - d. Deliverables: Submit the below deliverables in accordance with Paragraph 2.1 (Review and Acceptance of Deliverables).

Deliverable	Due Date
Up to five virtual meetings with Sonoma Water or key external partners	Within 5 months after kickoff meeting in Task 1
Draft list of datasets and layers	Within 5 months after kickoff meeting in Task 1
Draft Preliminary Analysis Interactive Spatial Analysis Component	Within 8 months after kickoff meeting in Task 1
Final Preliminary Analysis Interactive Spatial Analysis Component	Within 2 weeks of receiving consolidated comments on draft
Draft static maps	Within 8 months after kickoff meeting in Task 1
Final static maps	Within 2 weeks of receiving consolidated comments on drafts
Draft Preliminary Analysis Summary	Within 8 months after kickoff meeting in Task 1
Final Preliminary Analysis Summary	Within 2 weeks of receiving consolidated comments on draft

1.6. Task 6: Community Engagement Plan

- a. Develop a Community Engagement Plan
 - i. Contents. Prepare a Community Engagement Plan that includes, but is not limited to, the items below:
 - a) Table of Contents.
 - b) Community Understanding Report: Using data from the MAST tool in Task 4 and the Preliminary Analysis in Task 5, outline key findings and equity metrics for tracking climate impacts on Sonoma Water’s services.

- c) Reciprocal Community Partnerships List: Provide a list including potential key engagement partners such as Community-Based Organizations and Communities of Focus.
 - d) Description of Participatory Methods: List key engagement activities such as interviews, workshops, focus groups, learning objectives, translation needs, and measurements of success and community outreach.
 - e) Other information as requested by Sonoma Water.
- b. Deliverables: Submit the below deliverables in accordance with Paragraph 2.1 (Review and Acceptance of Deliverables).

Deliverable	Due Date
Draft List of Priority CBOs to engage during Phase II	Within two months after finalizing the Preliminary Analysis
Final List of Priority CBOs to engage during Phase II	Within two weeks of receiving consolidated comments on draft
Draft Community Engagement Plan	Within two months after finalizing the Preliminary Analysis
Final Community Engagement Plan	Within two weeks of receiving consolidated comments on draft

1.7. Task 7: Engagement Support

- a. Provide up to 85 hours of advisory and facilitation support to Sonoma Water’s community engagement team. Support includes, but is not limited to, the following items:
 - i. Engagement Planning Support: Assist in the planning and structuring of engagement activities, ensuring that outreach strategies align with project goals and effectively reach priority communities. This may include, but not be limited to, developing questions for focus groups or surveys for both internal and external partners.
 - ii. Engagement Material Review: Review and provide feedback on engagement materials, including outreach content, presentation slides, and discussion guides to ensure clarity, accessibility, and cultural relevance.
 - iii. Participation in Engagement Activities: Attend engagement sessions, offering technical and logistical support to ensure productive discussions and a collaborative engagement process.
 - iv. Capturing and Integrating Community Input: Support documentation and synthesis of key takeaways from engagement activities, ensuring that insights are effectively captured and integrated into the Climate Equity Strategy Phase I.

Deliverable	Due Date
Up to 85 hours of support	Within 15 months of kickoff meeting, or within 2 months of completion of the final Climate Equity Strategy Phase I in Task 8

- 1.8. Task 8: Climate Equity Strategy Phase I
 - a. Prepare an Administrative Draft Climate Equity Strategy (Administrative Draft CES) that includes, but is not limited to, the items below:
 - i. Table of Contents.
 - ii. Description of findings from the following:
 - a) MAST tool in Task 4.
 - b) Preliminary Climate Equity Analysis in Task 5.
 - c) Initial engagement conducted by Sonoma Water in Task 7.
 - iii. Other information as requested by Sonoma Water.
 - b. Create an outline of the Climate Equity Strategy Phase I for Sonoma Water review before developing the Climate Equity Strategy Phase I.
 - c. Deliverables: Submit the below deliverables in accordance with Paragraph 2.1 (Review and Acceptance of Deliverables).

Deliverable	Due Date
Outline of Climate Equity Strategy Phase I	Within 4 months after finalizing the Preliminary Analysis
Draft Climate Equity Strategy Phase I	Within 7 months after finalizing the Preliminary Analysis
Final Climate Equity Strategy Phase I	Within 4 weeks of receiving consolidated comments on the draft

2. **DELIVERABLES**

- 2.1. Review and Acceptance of Deliverables
 - a. First Draft: Prepare each deliverable in draft form and submit to Sonoma Water for review and approval in accordance with the date listed for the deliverable in the applicable task. Sonoma Water will return the draft deliverable to Consultant with comments or approval in writing.
 - b. Subsequent Draft(s): If Sonoma Water requests revisions, revise the draft deliverable and resubmit for Sonoma Water approval.
 - c. Final. Following Sonoma Water approval and prior to Sonoma Water’s acceptance of work under this Agreement, submit the final approved deliverable to Sonoma Water in accordance with the date listed for this deliverable.
- 2.2. In addition to the requirements above, if any, submit one electronic copy in PDF format (emailed, on USB flash drive, or via internet) of each final deliverable to Sonoma Water.
- 2.3. Comply with requirements of Article 11 (Content Online Accessibility).
- 2.4. Include Agreement title and TW 24/25-019 on first page or cover of each deliverable.

Exhibit B

Schedule of Costs

Professional, Technical and Support Personnel*	Hourly Rate		
	January 1 – December 31, 2025	January 1 – December 31, 2026	January 1 – December 31, 2027
Senior Principal	\$330	\$342	\$354
Principal	\$318	\$329	\$341
Director	\$318	\$329	\$341
Senior Supervisor II	\$302	\$313	\$324
Supervisor I	\$282	\$292	\$302
Senior Professional II	\$264	\$273	\$283
Senior Professional I	\$246	\$255	\$264
Professional IV	\$218	\$226	\$234
Professional III	\$203	\$210	\$217
Professional II	\$180	\$186	\$193
Professional I	\$160	\$166	\$172
Associate III	\$135	\$140	\$145
Associate II	\$121	\$125	\$129
Associate I	\$113	\$117	\$121
Field Technician	\$97	\$100	\$104
Technical Editor	\$152	\$157	\$162
Project Accountant	\$129	\$134	\$139
Billing Specialist	\$111	\$115	\$119
Publishing Specialist	\$124	\$128	\$132
Clerical	\$111	\$115	\$119

* Professional classifications include environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts, data technology experts, and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of \$400.

Reimbursable Expenses

Direct Cost	Rates
Photocopies – B/W	\$0.25 (single-sided), \$0.45 (double-sided)
Photocopies – Color	\$1.55 (single-sided), \$3.10 (double-sided)
Photocopies – 11" by 17"	\$0.55 (B/W), \$3.40 (color)
Oversized Maps	\$8.50/square foot
Digital Production	\$15/CD, \$20/flash drive
Light-Duty and Passenger Vehicles*	\$90/day
4WD and Off-Road Vehicles*	\$150/day

*Current IRS mileage rate for mileage over 50 and for all miles incurred in employee-owned vehicles.

Other Direct Costs. Other direct costs associated with the execution of a project, that are not included in the hourly rates above, are billed at cost plus 16%. These may include, but are not limited to, laboratory and drilling services, subcontractor services, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment, and vehicles other than covered by the above charges.

Annual Escalation. Standard rates subject to 3.5% annual escalation, on January 1.

Payment Terms. All fees will be billed to Client monthly and shall be due and payable upon receipt or as indicated in the contract provisions for the assignment. Invoices are delinquent if not paid within 10 days from receipt or per the contractually required payment terms.

SCHEDULE OF BILLING RATES – 2025 (USD)

Billing Level	Hourly Rate	Description
3 4 5	\$133 \$141 \$158	Junior Level position <ul style="list-style-type: none"> <input type="checkbox"/> Independently carries out assignments of limited scope using standard procedures, methods and techniques <input type="checkbox"/> Assists senior staff in carrying out more advanced procedures <input type="checkbox"/> Completed work is reviewed for feasibility and soundness of judgment <input type="checkbox"/> Graduate from an appropriate post-secondary program or equivalent <input type="checkbox"/> Generally, one to three years' experience
6 7 8	\$165 \$179 \$187	Fully Qualified Professional Position <ul style="list-style-type: none"> <input type="checkbox"/> Carries out assignments requiring general familiarity within a broad field of the respective profession <input type="checkbox"/> Makes decisions by using a combination of standard methods and techniques <input type="checkbox"/> Actively participates in planning to ensure the achievement of objectives <input type="checkbox"/> Works independently to interpret information and resolve difficulties <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, three to six years' experience
9 10 11	\$195 \$204 \$219	First Level Supervisor or first complete Level of Specialization <ul style="list-style-type: none"> <input type="checkbox"/> Provides applied professional knowledge and initiative in planning and coordinating work programs <input type="checkbox"/> Adapts established guidelines as necessary to address unusual issues <input type="checkbox"/> Decisions accepted as technically accurate, however may on occasion be reviewed for soundness of judgement <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, five to nine years' experience
12 13 14	\$231 \$241 \$261	Highly Specialized Technical Professional or Supervisor of groups of professionals <ul style="list-style-type: none"> <input type="checkbox"/> Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise <input type="checkbox"/> Participates in short and long range planning to ensure the achievement of objectives <input type="checkbox"/> Makes responsible decisions on all matters, including policy recommendations, work methods, and financial controls associated with large expenditures <input type="checkbox"/> Reviews and evaluates technical work <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, ten to fifteen years' experience with extensive, broad experience
15 16 17	\$274 \$292 \$301	Senior Level Consultant or Management <ul style="list-style-type: none"> <input type="checkbox"/> Recognized as an authority in a specific field with qualifications of significant value <input type="checkbox"/> Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise <input type="checkbox"/> Independently conceives programs and problems for investigation <input type="checkbox"/> Participates in discussions to ensure the achievement of program and/or project objectives <input type="checkbox"/> Makes responsible decisions on expenditures, including large sums or implementation of major programs and/or projects <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, more than twelve years' experience with extensive experience
18 19 20 21	\$302 \$313 \$324 \$344	Senior Level Management under review by Vice President or higher <ul style="list-style-type: none"> <input type="checkbox"/> Recognized as an authority in a specific field with qualifications of significant value <input type="checkbox"/> Responsible for long range planning within a specific area of practice or region <input type="checkbox"/> Makes decisions which are far reaching and limited only by objectives and policies of the organization <input type="checkbox"/> Plans/approves projects requiring significant human resources or capital investment <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, fifteen years' experience with extensive professional and management experience

Expert Witness Services carry a 50% premium on labor. Overtime will be charged at 1.5 times the standard billing rate. All labor rates will be subject to annual increase.

T-3 2025 Hourly rates for Billing Levels are for services rendered through December 31, 2025 and subject to escalation of 3% effective on January 1 of each subsequent contract year.

Exhibit C

Estimated Budget for Scope of Work

24-17014 Sonoma Water Climate Equity Strategy	Rate	Hours	Labor Budget (\$)	Direct Expenses	Total Budget
Phase I: Preliminary Assessment, Relationship Building, Draft Strategy					
		593.00	\$ 138,273.00	\$ 11,691.00	\$ 149,964.00
Task 1: Project Kickoff Meeting					
Principal	\$ 318.00	2.00	\$ 636.00		
Senior Planner II	\$ 264.00	8.00	\$ 2,112.00		
Planner IV	\$ 218.00	8.00	\$ 1,744.00		
Travel - Mileage				\$ 91.00	
Task 2: Project Management and Biweekly Meetings					
Principal	\$ 318.00	20.00	\$ 6,360.00		
Senior Planner II	\$ 264.00	72.00	\$ 19,008.00		
Planner IV	\$ 218.00	50.00	\$ 10,900.00		
Admin Assistant/Billing Specialist	\$ 111.00	24.00	\$ 2,664.00		
Task 3: Monthly Engagement Meetings					
Principal	\$ 318.00	4.00	\$ 1,272.00		
Senior Supervisor Planner II	\$ 302.00	24.00	\$ 7,248.00		
Senior Planner II	\$ 264.00	24.00	\$ 6,336.00		
Planner IV	\$ 218.00	0.00	\$ 0.00		
Admin Assistant/Billing Specialist	\$ 111.00	0.00	\$ 0.00		
Task 4: Measure Analysis and Success Tracking Tool					
Principal	\$ 318.00	1.00	\$ 318.00		
Senior Planner II	\$ 264.00	5.00	\$ 1,320.00		
Planner IV	\$ 218.00	5.00	\$ 1,090.00		
Associate I	\$ 113.00	25.00	\$ 2,825.00		

Task 5: Preliminary Climate Equity Analysis		120.00	\$ 23,068.00	\$ 0.00	\$ 23,068.00
Principal	\$ 318.00	5.00	\$ 1,590.00		
Senior Supervisor Planner II	\$ 302.00	3.00	\$ 906.00		
Senior Planner II	\$ 264.00	18.00	\$ 4,752.00		
Planner IV	\$ 218.00	24.00	\$ 5,232.00		
Senior GIS Specialist	\$ 194.00	2.00	\$ 388.00		
Planner II	\$ 180.00	20.00	\$ 3,600.00		
GIS/CADD Specialist I	\$ 155.00	28.00	\$ 4,340.00		
Associate I	\$ 113.00	20.00	\$ 2,260.00		
Task 6: Community Engagement Plan		32.00	\$ 7,880.00	\$ 0.00	\$ 7,880.00
Principal	\$ 318.00	2.00	\$ 636.00		
Senior Supervisor Planner II	\$ 302.00	4.00	\$ 1,208.00		
Senior Planner II	\$ 264.00	8.00	\$ 2,112.00		
Planner IV	\$ 218.00	18.00	\$ 3,924.00		
Task 7: Engagement Support		85.00	\$ 24,230.00	\$ 0.00	\$ 24,230.00
Principal	\$ 318.00	5.00	\$ 1,590.00		
Senior Supervisor Planner II	\$ 302.00	40.00	\$ 12,080.00		
Senior Planner II	\$ 264.00	40.00	\$ 10,560.00		
Task 8: Administrative Draft Climate Equity Strategy		84.00	\$ 19,262.00	\$ 11,600.00	\$ 30,862.00
Principal	\$ 318.00	6.00	\$ 1,908.00		
Senior Supervisor Planner II	\$ 302.00	4.00	\$ 1,208.00		
Senior Planner II	\$ 264.00	25.00	\$ 6,600.00		
Planner IV	\$ 218.00	25.00	\$ 5,450.00		
Planner II	\$ 180.00	20.00	\$ 3,600.00		
Production Specialist I	\$ 124.00	4.00	\$ 496.00		
Consultant				\$ 11,600.00	
Project Total		593.00	\$ 138,273.00	\$ 11,691.00	\$ 149,964.00

Exhibit D

Insurance Requirements

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.

Sonoma Water 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. INSURANCE

- 1.1. 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.
 - e. 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.
- 1.2. 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, Sonoma Water 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 Sonoma Water. Consultant is responsible for any deductible or self-insured retention and shall fund it upon Sonoma Water's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving Sonoma Water.

- d. Sonoma County Water Agency, its officers, agents, and employees, shall be endorsed as additional insureds for liability arising out of operations by or on behalf of 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 Insurance Services Office 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: Certificate of Insurance.

1.3. 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.

1.4. Standards for Insurance Companies

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

1.5. Documentation

- a. The Certificate of Insurance must include the following reference: TW 24/25-019.
- 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 Sonoma Water for the entire term of this Agreement and any additional periods if specified in Sections 1.1, 1.2, or 1.3, above.

- c. The name and address for mailing Additional Insured endorsements and Certificates of Insurance is: Sonoma County Water Agency, 404 Aviation Boulevard, Santa Rosa, California 95403-9019.
- 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.

1.6. Policy Obligations

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

1.7. Material Breach

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