

**Cascadia Consulting Group, Inc.**  
**Standard Professional Services Agreement (“PSA”)**  
**Revision G – October 2021**

AGREEMENT FOR CONSULTING SERVICES

This agreement ("Agreement"), dated as of August 9<sup>th</sup>, 2022 (“Effective Date”) is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Cascadia Consulting Group, Inc., a Washington corporation (hereinafter "Consultant").

R E C I T A L S

WHEREAS, Consultant represents that it is a duly qualified environmental consultant, experienced in the preparation of greenhouse gas (GHG) inventories and related services; and

WHEREAS, in the judgment of the County, it is necessary and desirable to employ the services of Consultant to conduct a municipal GHG inventory for all County of Sonoma operations.

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: Andrea Martin, Alicia Fennell, Addie Bash, Angela Pietschmann, Julie Stein, Hailey Weinberg, Sebastian Espinosa, and Keiko Betcher.
- 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 in Exhibit B, provided, however, that total payments to Consultant shall not exceed \$142,330.00 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.

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

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

3. Term of Agreement. The term of this Agreement shall be from August 9, 2022 to April 30, 2023 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, including non-cancelable costs.

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 the 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' negligence or willful misconduct in the performance of the obligations under this Agreement. Consultant's obligations under this Section apply whether or not there is concurrent or contributory negligence on County's part, 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, Cascadia Consulting Group, Inc. is required to maintain the insurance specified in Exhibit C, which is attached hereto and incorporated herein by this reference. Consultant shall also require

all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit C, which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work. The execution of this Agreement shall constitute Consultant's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, epidemic, pandemic, quarantine restrictions, 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 is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a

material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

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

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

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

9.11 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Consultant may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County. However, subject to County's rights in the documents, any pre-existing documents related to Consultant's services shall remain the sole and exclusive property of Consultant, and Consultant shall own all proprietary and intellectual property rights inherent therein and appurtenant thereto (collectively "Consultant's Materials"). If, in the course of Consultant's engagement with County, Consultant uses, provides, or incorporates into any documents any Consultant

Materials, Consultant will grant County a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully-paid-up right: (a) to make, use, copy, modify, and create derivative works of such intellectual property, (b) to publicly perform or display, import, broadcast, transmit, distribute, license, offer to sell, and sell, rent, lease or lend copies of such intellectual property (and derivative works thereof) and (c) to sublicense to third parties the foregoing rights, including the right to sublicense to further third parties.

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 Administration Drive, Suite 104A  
Santa Rosa, CA 95403  
(707)565-2132  
Anna.Yip@sonoma-county.org



TO: CONSULTANT: Cascadia Consulting Group, Inc.  
315 Washington St  
Oakland, CA 94607  
(704) 604-5727  
ATTN: Andrea Martin  
andream@cascadiaconsulting.com

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

### 13. Miscellaneous Provisions.

13.1 No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

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

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

13.4 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

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

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

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

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

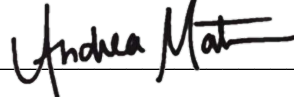
13.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

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

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

CONSULTANT: \_\_\_\_\_

Cascadia Consulting Group

By: 

Name: Andrea Martin

Title: Director

Date: 7/27/2022

COUNTY: COUNTY OF SONOMA

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

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

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

APPROVED AS TO FORM FOR  
COUNTY:

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

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

EXECUTED BY:

By: \_\_\_\_\_  
Sheryl Bratton, County Administrator

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

By: \_\_\_\_\_  
Chair Gore, Board of Supervisors

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

ATTEST:

\_\_\_\_\_  
Clerk of the Board of  
Supervisors

# Cascadia Consulting Group, Inc.

## Exhibit A: Scope of Work

### A. Tasks and Deliverables

Below is a description of the tasks and deliverables that make up this scope of work.

#### Task 1.0: Kickoff Meeting and Project Management

##### T1.1: Kickoff Meeting

The team will convene an **initial kick-off meeting** to confirm key project elements and roles, build a shared understanding of the project's process and milestones, and get to know each other. During the kick-off meeting with County staff, Cascadia will collaboratively:

- Identify key project stakeholders, contacts, and decision-makers.
- Determine the inventory's scope, boundaries, baseline inventory year, and additional years.
- Discuss potential reporting frameworks/compliance for third-party verification of inventory results.
- Review data collection process and identify available data sources and potential gaps.
- Confirm inventory software, communication platforms, and file format for final deliverables.
- Clarify the County's interest in and expectations around quantifying non-GHG air pollution emissions.
- Develop an understanding of the impacts/changes to the County's operations, structure, budget, etc. due to COVID-19.
- Discuss the County's long-term goals and vision for its climate action planning process to ensure the GHG inventory lays a solid foundation for future planning efforts and sets the County up for not just tracking emissions, but successfully mitigating them.

##### T1.2: Project Management

The kick-off meeting outcomes will be documented in a final **project work plan and schedule** using Excel. Cascadia will also incorporate relevant findings into the Data Outline (Task 2.1) and GHG Report Outline (Task 4.1).

Once the project is underway, Cascadia will continue to coordinate with the County's project manager, including holding brief **biweekly check-in calls**, with the potential to increase to weekly calls if deemed necessary. Using Deltek Vision project management software, Cascadia will provide monthly invoices and progress reports that cover budget, timeline, and deliverables. The project manager will also use Deltek Vision's real-time budget updates to identify and proactively elevate potential scope or budget issues, before they become problems that could threaten the project's success.

### T1.3: Stakeholder Meeting Support

Cascadia will develop a slide deck and prepare an overview presentation for two meetings. They will lead these meetings, which should offer viewers an overview of their process, findings, and recommendations, as well as be available to answer questions. One of these meetings will likely be for the County's Board of Supervisors, although the specifics of these meetings will be decided as the project develops.

### Task 1 Deliverables

- Up to two-hour project **kick-off meeting**
  - **Project Workplan** that details project schedule, roles and responsibilities, deliverables, and other key project details
  - **Bi-weekly check-in** meetings and summaries throughout project lifecycle
  - **Monthly invoices and progress reports**
  - **Stakeholder meeting support:**
    - Slide deck in PPT covering process, findings, and recommendations
    - 2 presentations to groups, not to exceed 2 hours in length each
- 

### Task 2.0: GHG Inventory

#### Task 2.1: Data Outline

Following the kick-off meeting, Cascadia will develop a clear and detailed Data Outline collaboratively with County staff to ensure the data collection process is streamlined, in alignment with client expectations, and comprehensive. At a minimum, the Data Outline will include the following elements (described in more detail below):

- Inventory **protocol** used to guide the inventory.
- Inventory **scope, years, and boundaries**.
- Inventory **methodology** by emissions source.
- **Data collection process**.
- Selected inventory **platform** for inputting data and calculating emissions.

In addition to the detailed Data Outline, Cascadia will prepare a **1-2 page summary** that describes activity data and emissions factors and their data sources, potential data gaps, and other key details as requested by County staff. Both the Data Outline and Summary will be "living documents," meaning that Cascadia will maintain and update these documents if any changes in approach or scope arise to ensure transparency for County and consulting staff. These documents will be available on either the County's or Cascadia's SharePoint for visibility across the project team.

### PROTOCOL

The County's baseline inventory shall be prepared in compliance with the ***Local Government Operations Protocol for the Quantification and Reporting of Greenhouse***

***Gas Emissions Inventories (LGOP)***. A key advantage of using this protocol is that it is based on the *Greenhouse Gas Protocol: A Corporate Accounting and Reporting Standard*. LGOP tailors the Greenhouse Gas Protocol to a local government context and provides additional/specific guidance. LGOP draws from additional protocols/guidance from the California Air Resources Board, California Climate Action Registry, ICLEI - Local Governments for Sustainability, International Organization for Standardization, The Climate Registry, and U.S. EPA.

Adhering to the protocol's accounting and reporting principles will help ensure that the inventory can be verified by an independent third-party in the future. LGOP identifies program-specific reporting requirements for the California Air Resources Board, California Climate Action Registry, ICLEI, and The Climate Registry. Cascadia will discuss other reporting and compliance programs that the County may be interested in during the project kick-off meeting to ensure adherence to relevant requirements and reporting standards from project onset.

## **INVENTORY SCOPE**

### ***Inventory Year***

Cascadia will complete inventories for three separate years. The years will be decided during the kick-off meeting from Task 1.1.

### ***Inventory Boundaries***

Cascadia will include all measurable Scope 1 and 2 emissions as well as the Scope 3 emissions described in the "Inventory Sectors and Sub-Sectors" section below. During the project kick-off meeting, the team will discuss and agree upon the following scoping considerations with County staff:

- Using "**operational control**" (i.e., authority to determine operational policies and processes) to define organizational boundaries to represent the emissions sources the County can influence most directly.
- Including or excluding emissions from **contracted services** on behalf of County.
- Operations that are **jointly controlled** with other jurisdictions or entities.

### ***Inventory Sectors and Sub-Sectors***

The team will finalize inventory sectors at project onset. They will include sectors outlined in the RFP and suggested by Cascadia in their proposal.

Cascadia will also work with the County to determine which **non-GHG air pollution emissions** (for example, criteria pollutants and combustion-related air toxics) to quantify. Wherever possible, Cascadia will strive to use the same activity datasets to quantify both the GHG and non-GHG emissions. Cascadia will prepare a high-level summary of non-GHG air pollution emissions as part of the GHG Inventory Report (Task 4.2) and incorporate the location, the County's extent of control, and any localized impacts these emissions may have on surrounding communities or natural resources.

## METHODOLOGY

The Data Outline will summarize the methodology Cascadia will use to calculate emissions for each in-scope emissions source. While maintaining compliance with protocols, Cascadia will strive to optimize the balance between data accessibility, consistency, and accuracy. Cascadia will vet and approve these methodologies with County staff to ensure use of the best available data and calculation methods. As needed, Cascadia will recommend external calculators or software to more precisely quantify emissions using advanced tools like GIS, but will do so with approval of County staff.

In addition to drawing from protocol guidance, best practices, and Cascadia's GHG inventory experience, proposed methodology and data sources will also be informed by other regional GHG efforts (RCPA and City of Santa Rosa). Cascadia will review progress on these inventories to date and/or meet with key contacts leading these efforts to align methodologies and prepare the County's inventory consistently across jurisdictions where feasible. Cascadia will also review and incorporate the inventories prepared for Regional Parks and Sonoma Water as part of the County inventory.

If Cascadia identifies gaps, concerns, or alternatives to the approaches taken for these existing or ongoing inventories, they will discuss with County staff and propose recommendations for filling gaps and/or deviating from regional approaches to meet protocol guidance or improve completeness or accuracy.

## DATA COLLECTION PROCESS

Refer to *Task 2.2: Data Collection* for detailed overview of Cascadia's data collection process for completing a transparent, accurate, comprehensive, and protocol-compliant inventory. The process includes quality control and review to ensure completeness and accuracy of the datasets in use.

Cascadia will gather the following information for **each emissions calculation/sector** whenever possible:

- **Activity data**, for example: kilowatt hours, vehicle miles traveled, fuel consumed, solid waste tonnage, etc.
- **Emissions factors**, for example: tons of GHGs emitted per activity unit for each activity. Whenever possible, Cascadia will use GHG specific emissions factors (e.g., separate emissions factors by GHG).
- **Data sources and key contacts** (County staff or external data providers).
- **County department/agency** the emissions are associated with.
- **Scope** 1, 2, or 3 designation.
- **Location** (where the emissions are being produced)

Cascadia will also collect general information that can be used to develop key performance indicators and/or normalize data across inventory years—for example, employee count, county population/jobs, annual county budget, building square footage, etc.

## **INVENTORY PLATFORM**

Cascadia will develop a custom **Microsoft Excel database** to perform inventory calculations. Building the database in Excel allows for seamless integration with Microsoft 365 applications, including **Power BI data visualization software**.

Using these existing Microsoft platforms, Cascadia will create a robust data model that (1) can be queried easily, (2) is cost effective, (3) offers full transparency into data and calculations, and (4) **can be updated and maintained by the County in the future**. The County would have full ownership and editing access to both the Excel database and Power BI model/dashboard.

### **Task 2.2: Data Collection & Inventory Completion**

Cascadia will use the Data Outline developed in Task 2.1 to begin collecting data inputs for the GHG inventory. The data collection process will be organized, transparent, comprehensive, and rigorous—with a focus on replicability and data quality. Cascadia will thoroughly document and catalog all data sources and submit all collected data for internal review by Cascadia’s Quality Control board to ensure accuracy and consistency.

## **DATA COLLECTION CHECKLIST**

Cascadia will develop a comprehensive data collection checklist in Excel, tailored to the requirements and organization of the LGOP to ensure that (1) the inventories align with these standards, and (2) the County can easily report its emissions in a format that is comparable to other jurisdictions. This checklist will also serve as the **Summary of Collected Data**, outlining specific data needs along with a brief description of the item, source for the information, whether it is Scope 1, 2 or 3, and point of contact for data collection. Cascadia will save the checklist to the shared SharePoint folder, allowing the County to monitor data collection at any point in the project, including which sources have been collected or are outstanding and who is responsible for delivering that data. Cascadia will develop the data collection checklist to allow for multiple years of data (through 2030) so County staff can easily track data sources and key contacts each year to streamline data collection.

## **DATA COLLECTION TEMPLATES**

Cascadia will facilitate an intuitive and smooth process and provide data collection templates to ensure receipt of the correct inputs and minimize back-and-forth. Providing data collection templates also helps streamline the process for data transformation—getting the data into the format needed in order to calculate emissions. Cascadia will design these templates to seamlessly integrate into the Microsoft Excel/Power BI database structure in Task 2.1 (Inventory Platform).

## **FILE ORGANIZATION AND STORAGE**

A high level of record keeping and organization in data collection will be maintained so that the inventory will be easily replicable by County staff in the future. Cascadia will



also use a file folder structure that makes it easy to store and find supporting data and files throughout the project.

### **DATA COLLECTION PROCESS**

Cascadia will lead data collection and submit clear and timely requests to County staff when their support is needed to connect with appropriate County staff, gather internal data or submit data requests to outside entities.

As noted in the Task 2.1 (Data Outline) section above, Cascadia will gather the following information for each emissions calculation/sector whenever possible: activity data, emissions factors, data sources, key contacts, department/agency, and scope. Cascadia will also collect general information that can be used to develop key performance indicators and/or normalize data across inventory years. For example, employee count, county population/jobs, annual county budget, building square footage, etc. In cases where data are limited or unavailable, Cascadia will present alternative approaches and corresponding tradeoffs to the client team and work with them to arrive at the most defensible and informative analysis.

### **INVENTORY COMPLETION**

As described in Task 2.1 (Data Outline), Cascadia will develop an Excel database of activity data and emissions factors (with as much detail as possible) for all emissions sources. As they collect data, Cascadia will plug inputs into the database to prepare tables for emissions calculations. Calculations and visualizations will be performed using Power BI. As data is plugged into the Power BI model and emissions are calculated, Cascadia will perform the QC steps outlined below. Note that this sub-task includes time for building the Excel database and Power BI platform as well as dashboards and visualizations that could be included in the GHG Inventory Report and/or published to the County's website.

### **QUALITY CONTROL**

Cascadia's data collection process includes a quality control (QC) review to ensure:

- The data source aligns with our plan in the Data Outline
- Sources and key contacts are well documented
- The data appears complete and in the correct format
- Any calculations performed to transform the data are complete and accurate
- Any assumptions or projections are based in sound logic and well documented

### **Task 2: Deliverables**

- Detailed Data Outline
  - 1-2 page Data Outline Summary
  - Summary of collected data (Excel checklist)
  - Completed GHG emissions inventory (3 years)
-

## Task 3.0: GHG Analyses

### Task 3.1: Trend Analysis

With three years of activity data, emissions factors, emissions, and other relevant data points in hand, Cascadia will prepare a trend analysis to help delineate the causes of changes in emissions year over year. This type of analysis allows for vastly greater insights into the causal links behind changes in emissions, allowing for more targeted identification and prioritization of key emission types and sources for climate action. Cascadia will design it with the flexibility to allow for continued trend analysis into the future.

### Task 3.2: Business-as-usual Forecast to 2030

Cascadia will also prepare a “wedge analysis” that forecasts emissions into the future, using factors like population and job growth to project a “business-as-usual” (BAU) scenario through 2030.

Cascadia will incorporate an **“adjusted business-as-usual” (ABAU) scenario** that incorporates the impacts committed federal and state policies (for example, Federal Fuel Economy Standards, California Renewables Portfolio Standard, California’s Title 24 Energy Efficiency Standards, etc.) are projected to have on reducing emissions. This additional layer helps identify the most effective areas for the County to prioritize in its emissions reduction efforts.

ABAU assumptions will be based on available information, including 1) outputs from existing models, such as regional transportation models, 2) external factors, such as utility Integrated Resource Plans and state and federal policies (e.g., CAFE standards), and 3) forecasted changes in demographics.

Cascadia will also model **high-level strategic pathways for emissions reduction**—for example, building electrification, fleet electrification, solid waste diversion, etc. These pathways can help put a finer point on KPIs and metrics that indicate the County’s progress towards its targets.

As with all deliverables, Cascadia will build in automated and manual QC checks to ensure the model is complete, accurate, and defensible.

Cascadia will deliver the wedge analysis in the form of a Microsoft Excel workbook that includes a series of visuals that illustrate the BAU and ABAU forecast, strategic pathways for local emissions reduction, and resulting emissions gap to address through local action to achieve the 2030 emissions reduction target. The workbook will include all calculations, assumptions, methods, and associated data sources used to develop the model.

### Task 3: Deliverables

- Trend analysis (3 inventory years)
  - Business as Usual forecast of GHG inventory to 2030
  - Summary of methods, assumptions, and data sources
  - Spreadsheets used for calculations (with formulas and factors separately identified) and identification of any models used, and their data input files.
- 

### Task 4.0: GHG Reporting

#### Task 4.1: GHG Inventory Report Outline

Cascadia will prepare a GHG Inventory Report Outline to guide the development of the draft and final GHG Inventory Reports. At a minimum the Inventory Report and Outline will include the following sections:

- **Cover Page**
- **Table of Contents**
- **Glossary** of technical terms and/or acronyms used throughout the report.
- **Executive Summary** (1-2 pages) summarizing the key findings from the inventory in an accessible, digestible, and highly visual format that can be easily understood by decision-makers and the public.
- **Introduction** to the project that provides local context and frames the GHG inventory as part of the larger climate planning process.
- **Scope** of the inventory, including inventory year(s), boundaries, and included sectors.
- **Methodology**, including protocols and platforms used, data sources, inventory methods, and assumptions.
- **Inventory Results** summary including narratives, tables, charts, and other visuals to highlight key findings.
- **Analysis** summarizing inventory trends and emissions forecast. Data can be analyzed by GHG, scope, sector, department/agency, year, etc. as desired.
- **Key Performance Indicators (KPIs) and Metrics** to track progress towards emissions reduction targets and ensure the County's strategic emissions reduction pathways are expected to achieve these targets.
- **Recommendations** for initial strategies the County can consider to meet its 2030 target.

Cascadia will draft and finalize the GHG Inventory Report Outline with County staff before initiating significant data requests or beginning to draft the report. Cascadia will

also include **bulleted, high-level summaries** of content in each section to help illustrate how content will flow and ensure that all relevant content is included in the right places.

#### **Task 4.2: GHG Inventory Report**

In addition to a cover page, table of contents, and glossary, the GHG Inventory Report will include the following sections, described in detail below. The report will align with the approved GHG Inventory Report Outline described in Task 4.1. Cascadia’s independent **Editorial Board** will review the final report to ensure it is well-written, free of errors, and accessible. Cascadia’s Graphics Team will help create compelling visuals and a cohesive style throughout the report.

#### **EXECUTIVE SUMMARY**

Executive summaries are an effective way to communicate complex and detailed information in a format that is digestible for decision-makers and the public. Cascadia will distill the key points from the GHG Inventory Report into a 1–2-page Executive Summary that uses concise narratives alongside visualized data and/or infographics to convey the most important inventory findings and project outcomes. Cascadia will design the Executive Summary to function as a **standalone factsheet**, which will allow the County to use it independently of the full report—for example, by posting it online or using it at public events to provide an “at-a-glance” window into the County’s emissions profile.

#### **INTRODUCTION**

The introduction to the report will outline the purpose of this project as well as relevant context, history, and current events (e.g., COVID-19) applicable to the inventory. It will connect the inventory to the County’s broader climate planning efforts, goals, and commitments.

#### **SCOPE AND METHODOLOGY**

Cascadia will summarize key aspects of the project’s scope to lay the foundation for the report sections that follow. Key scoping details include inventory year(s), boundaries, and sectors. In the methodology section of the report, Cascadia will provide a detailed look at the following inputs used to prepare the inventory: protocols, inventory platforms, software/apps/other tools, data sources, inventory calculation methods, assumptions, and data limitations. The methodology will be vital for ensuring consistency and replicability when the County undertakes future-year inventories.

#### **INVENTORY RESULTS**

The inventory results section of the report will comprehensively present GHG inventory results through narratives, tables, charts, and other visuals to highlight key findings. Cascadia will use visuals to help cut through the complex analysis and deliver findings that are easy to understand. Cascadia will tailor the presentation of results to offer insights for County employees and decision-makers, while still remaining engaging for

members of the community, too. These visuals will be made available to the County in an editable way, so that the visuals could be updated for future years.

Cascadia will also include a high-level summary of non-GHG air pollution emissions and incorporate the location, the County's extent of control, and any localized impacts these emissions may have on surrounding communities or natural resources.

## **ANALYSIS**

In addition to presenting the inventory results, Cascadia will also unpack these findings through different lenses to help contextualize emissions and spur strategic thinking about opportunities for climate action. When performing analyses, Cascadia strives to anticipate questions and needs of decision-makers and the public. Cascadia will work closely with County staff to identify these needs and incorporate them into the analyses.

- **Baseline Analysis** – comparison of emissions by sector, scope (including level of control over emissions source), department/agency, location, and years. Additional cross-tabulations or comparisons included as requested. This baseline analysis could be updated into the future by County staff as additional years of inventory data are collected and analyzed. As part of this baseline analysis, Cascadia will research and evaluate potential impacts of COVID-19 on the County's current and future GHG emissions.
- **Trend Analysis** – Cascadia will conduct a trend analysis to compare changes in emissions over time. They will analyze emissions trends to identify underlying causes like changes in activity and emissions factor data. The County could choose a pre-COVID and/or post-COVID inventory year to collect hard data to help further delineate trends and causes for change in emissions that may be related to COVID-19, but the years to compare will be decided during Task 1.1 (Kickoff Meeting).
- **Wedge Analysis** – Refer to Task 3.2 (Business-as-Usual Forecast) for detail on how this analysis will be incorporated into the Analysis section of the GHG Inventory Report.

## **KEY PERFORMANCE INDICATORS (KPIs) AND METRICS**

KPIs and metrics are an effective way to track progress towards emissions reduction targets and ensure the County's strategic emissions reduction pathways are expected to achieve these targets. Based on the analyses described above, Cascadia will propose a series of KPIs/metrics by sector that the County can track using existing data sources (or data that could be gathered and tracked in the future) – for example: energy consumption per building square foot; average employee commute mileage per employee; emissions by department/agency.

Cascadia will incorporate these metrics into the Power BI framework described in Task 2.1 (Data Outline) to create dynamic dashboards that could be tailored for internal/external audiences depending on the needed level of detail and nuance. These dashboards could be exported to PDF or Microsoft Excel, and/or incorporated into

Microsoft Word documents or Microsoft PowerPoint slides for outreach and engagement (including on the County's website).

See Task 3.2 for more details on how this analysis would be used to develop more precise KPIs/metrics.

## **RECOMMENDATIONS**

Cascadia's findings and analyses outlined above will culminate in a series of high-level recommendations around which sectors, scopes, and/or departments to focus emissions reduction efforts on, based on degree of control the County has over each of these emission sources and the relative total emissions contribution of each source. Cascadia will anchor these recommendations within the context of the County's existing GHG-related goals, objectives, and emissions reduction targets. These recommendations will set the County up for strategic and informed future climate and sustainability planning efforts.

### **Task 4: Deliverables**

- GHG Inventory Report Outline
  - Draft GHG Inventory Report
  - Final GHG Inventory Report
  - Summary of Key Metrics
  - 1-2 page Executive Summary
- 

## **Task 5.0: Capacity Building**

### **Task 5.1: Reporting Hand-off**

To make progress toward GHG emission reduction goals, it is imperative that the County have the ability to accurately measure and track GHG emission progress over time. Cascadia will thoroughly equip the County with the tools, methodologies, and training needed to update the GHG inventory on an ongoing basis.

Specifically, Cascadia will take the following approach to ensure a smooth transition:

- **Complete file packaging:** Cascadia will package all relevant documents into one organized place so that County staff have intuitive, transparent, and streamlined access to all data sources and analysis files. They will include all draft and final deliverables as well as supporting documentation and analyses. The file package will also include the detailed documentation described below as well as materials and a recording of the training workshop.
- **Guidance Document:** Cascadia will prepare a Guidance Document with a Table of Contents that guides County staff through performing the inventory, updating the dashboard, tracking KPIs and metrics, performing quality control checks, and updating final deliverables. Each of these components will be designed to

accommodate future years of data so the County can continue to build on the tools and materials developed through this effort. The Guidance Document will include an overview of how the various pieces fit together and relevant sequencing considerations. It will also reference the associated documents saved in the File Package to save time and make it clear what purpose each file serves. Cascadia will anticipate future challenges County staff may experience (e.g., data gaps, changes in format, updated protocols, etc.) and propose potential solutions.

- **Training Workshop:** Cascadia will work with County staff to identify participants and schedule a Training Workshop; Cascadia will also record the session so the County can use it to train additional staff in the future. During this training, they will discuss key points from the Guidance Document, orient users to the File Package, and answer questions. The training will review each step of the inventory process using a mock update scenario for a year other than the base year that was analyzed. The training will also allow the team to vet all documentation and ensure that it is effective in facilitating future inventory updates; Cascadia anticipates updating the documentation after the training to address gaps or questions that arise during the session. Cascadia will bring deep facilitation and presentation experience to this workshop to ensure it is well organized, useful, and communicates at an appropriate level of detail for the audience.

#### **Task 5.2: Communications Collateral**

Cascadia will prepare branded communications collateral/templates that the County could use for future outreach and education efforts or presentations to key stakeholders and decision-makers. These materials will be editable to update data for future years.

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

- Communications collateral (1 infographic/factsheet, 1 slide deck)
  - Inventory Update Instructions
  - Hand-off Workshop
  - Delivery of full documentation and supporting information
- 

### **B. Timeframe**

Cascadia will adhere to the following timeline. If Cascadia expects any adjustment to the below timeline, they will notify County staff as soon as possible. Cascadia will modify this timeline as needed if data or other key client inputs do not adhere to this schedule.

# Cascadia Consulting Group, Inc.

## Exhibit B: Budget

### A. Total Estimated Fee

The described scope of work shall be completed by Cascadia at a cost of \$142,330. The budget is broken down below.

Task	Description	Hours	Cost
<b>T1.0</b>	<b>Kick-off Meeting &amp; Project Management</b>	<b>110</b>	<b>\$ 18,520</b>
T1.1	Kick-off Meeting	15	\$ 2,670
T1.2	Project Management	51	\$ 8,590
T1.3	Stakeholder Meetings	44	\$ 7,260
<b>T2.0</b>	<b>GHG Inventory</b>	<b>339</b>	<b>\$ 55,665</b>
T2.1	Data Outline	52	\$ 8,835
T2.2	Data Collection & Inventory Completion (3 years)	287	\$ 46,830
<b>T3.0</b>	<b>GHG Analyses</b>	<b>122</b>	<b>\$ 20,830</b>
T3.1	Trend Analysis (3 years)	52	\$ 8,420
T3.2	Business-as-Usual Forecast to 2030	70	\$ 12,410
<b>T4.0</b>	<b>GHG Reporting</b>	<b>175</b>	<b>\$ 30,110</b>
T4.1	GHG Inventory Report Outline	34	\$ 5,430
T4.2	GHG Inventory Report	141	\$ 24,680
<b>T5.0</b>	<b>Capacity Building</b>	<b>95</b>	<b>\$ 17,205</b>
T5.1	Reporting Hand-off	65	\$ 10,565
T5.2	Communications Collateral	30	\$ 6,640
	<b>Totals</b>	<b>841</b>	<b>\$ 142,330</b>

Hourly rates for key staff:

Key Staff	Role	Hourly Rate
Andrea Martin	Principal-in-Charge	\$260
Alicia Fennell	Project Manager	\$150
Angela Pietschmann	Technical Lead	\$180
Addie Bash	Data Analyst	\$155
Hailey Weinberg	Data Collection Support	\$130
Sebastian Espinosa	Data Collection Support	\$130
Julie Stein	Graphic Design & Communications Lead	\$250
Keiko Betcher	Graphics Support	\$130



## **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 \$25,000 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. Copy of the additional insured endorsement or policy language granting additional insured status;
  - ii. Copy of the endorsement or policy language indicating that insurance is primary and non-contributory; and
  - iii. Certificate of Insurance.

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

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limits 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. Professional Liability/Errors and Omissions Insurance**

- a. Minimum Limits: \$1,000,000 per claim or per occurrence; \$1,000,000 annual aggregate.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County.
- c. If Consultant’s services include: (1) programming, customization, or maintenance of software: or (2) access to individuals’ private, personally identifiable information, the insurance shall cover:
  - i. Breach of privacy; breach of data; programming errors, failure of work to meet contracted standards, and unauthorized access; and
  - ii. Claims against Consultant arising from the negligence of Consultant, Consultant’s employees and Consultant’s subcontractors.
- d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- e. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing

policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

- f. Required Evidence of Insurance: Certificate of Insurance specifying the limits and the claims-made retroactive date.

## **5. 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.

## **6. Documentation**

- a. The Certificate of Insurance must include the following reference: County of Sonoma GHG Inventory.
- 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 – 4 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 Administration 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.

## **7. Policy Obligations**

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

## **8. 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.