AGREEMENT FOR CONSULTING SERVICES

This agreement ("Agreement"), dated as of September 1, 2022 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Wildfire DefenseWorks, LLC (hereinafter "Consultant").

R E C I T A L S

WHEREAS, Consultant represents that it is a duly qualified wildfire resilience expert, experienced in the preparation of wildfire resilience assessments and related services; and

WHEREAS, in the judgment of the Director of Permit Sonoma, it is necessary and desirable to employ the services of Consultant for wildfire resilience structural assessments.

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

l. 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 10, 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: Dave Shew, Ivan O'Neill, and Aron Boettcher.

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. Certain work under this Agreement may be funded in part or entirely by financial assistance from the Federal Emergency Management Agency. With regard to all such work, Contractor shall comply and acknowledges compliance with the terms and conditions attached hereto as Exhibit B, incorporated herein by reference.

As a sub recipient of Federal awards, Consultant is subject to the provisions of U.S. Office of Management and Budget Circular A-133, *Audits of states, Local Governments, and Non-Profit Organizations* (hereinafter "OMB Circular A-133"). In signing this Agreement, Consultant acknowledges that it understands and will comply with the provisions of OMB Circular A-133. One provision of OMB circular A-133 requires a sub recipient that expends $500,000 in Federal awards during its fiscal year to have an audit performed in accordance with OMB Circular A-133. If such an audit is required, Consultant agrees to provide County with a copy of the audit report within nine months of Consultant's fiscal year end. Questions regarding OMB Circular A-133 can be directed to the Sonoma County Auditor-controller Treasurer-Tax Collector's Office – General Accounting Division.

For all services and incidental costs required hereunder, Consultant shall be paid on a time and material/expense basis in accordance with the budget set forth in Exhibit A, provided, however, that total payments to Consultant shall not exceed $361,034.00, 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.

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

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

If Consultant does not qualify, County requires that a completed and signed Form 587 be provided by the Consultant in order for payments to be made. If Consultant is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the Consultant agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 16. 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 September 1, 2022 to July 11, 2025 unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Consultant and Consultant shall have the right, in its sole discretion, to terminate this Agreement by giving 60 days written notice to County.

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 that have been specified as a deliverable in connection with this Agreement and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by either party, 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 Permit Sonoma Department Head, 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; provided that in no case will any such person or entity be responsible for the damage caused by a fire unless that person or entity started the fire. Consultant agrees to provide a complete defense for any indemnifiable claim or action brought against County based upon a claim relating to such Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant's obligations under this Section apply whether or not there is concurrent or contributory negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal

counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld.

6. LIMITATION OF LIABILITY.

6.1 DISCLAIMER. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS OR COST OF COVER, INCLUDING DAMAGES ARISING FROM ANY TYPE OR MANNER OF COMMERCIAL, BUSINESS OR FINANCIAL LOSS OCCASIONED BY OR RESULTING FROM ANY USE OF (OR INABILITY TO USE) THE DELIVERABLES OR SERVICES PROVIDED UNDER THIS AGREEMENT, EVEN IF SUCH PARTY HAD ACTUAL OR CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE.

6.2 DAMAGES. IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT OF FEES PAID OR PAYABLE BY COUNTY TO CONSULTANT UNDER THIS AGREEMENT IN THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE LIABILITY AROSE.

6.3. EXCLUSIONS. THE DISCLAIMERS AND LIMITATIONS SET FORTH IN SECTIONS 6.1 AND 6.2 DO NOT APPLY WITH RESPECT TO CONSULTANT'S INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 5 OR A PARTY'S BREACH OF CONFIDENTIALITY UNDER ARTICLE 8.

7. DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, CONSULTANT MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW, COURSE OF PERFORMANCE OR DEALING, CUSTOM, USAGE IN THE TRADE OR PROFESSION OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

8. Confidentiality Information.

8.1 Definitions.

a. "Confidential Information" means information that a party discloses to the other party in connection with this Agreement that the party identifies in good faith as confidential or proprietary relating to Intellectual Property as defined in Section 12.10.

b. "Disclosing Party" means the party disclosing Confidential Information to the other party.

c. "Receiving Party" means the party receiving Confidential Information from the other party.

8.2. Maintenance and Use. Receiving Party shall maintain Confidential Information in strict confidence, using the same degree of care that it uses to protect the confidentiality of its own confidential information of like nature, but in no case less than reasonable care. Receiving Party shall not: (i) use or disclose Confidential Information other than as necessary to exercise its rights and fulfill its obligations under this Agreement; or (ii) modify, adapt, reverse engineer, decode, decompile or disassemble Confidential Information, or create any derivative work based upon Confidential Information, except as expressly permitted under this Agreement.

8.3. Access. Receiving Party shall restrict access to and use of Confidential Information to its directors, officers, employees, contractors, agents and legal and financial advisers who: (i) have a legitimate need to know Confidential Information; (ii) are informed of the confidential nature of Confidential Information; and (iii) have obligations with respect to Confidential Information that are consistent with, and at least as restrictive as, those imposed by this Agreement.

8.4. Exclusions. The duties of confidentiality imposed by this Article do not apply to any information to the extent that it: (i) is known or becomes known to the public in general, other than as a result of a breach of this Agreement or any other confidentiality agreement; (ii) was known by or in the lawful possession of Receiving Party prior to receipt from Disclosing Party; (iii) is or has been independently developed or conceived by Receiving Party without use of or reference to Confidential Information; or (iv) is or has been provided or made known to Receiving Party by a third party without a breach of any obligation of confidentiality to Disclosing Party.

8.5. Required Disclosures. Receiving Party may disclose Confidential Information as required to comply with the order of a governmental entity that has jurisdiction over Receiving Party or as otherwise required by law, including but not limited to the California Public Records Act, provided that Receiving Party: (i) notifies Disclosing Party of such required disclosure in advance (to the extent permitted by law) to provide Disclosing Party with an opportunity to seek a protective order; and (ii) takes reasonable steps to minimize the extent of any such required disclosure.

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

10. Prosecution of Work. The execution of this Agreement shall constitute Consultant's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Consultant's

performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed. Notwithstanding anything to the contrary in this Agreement, Consultant's obligation to perform any services under this Agreement is subject to Consultant obtaining written consent to Consultant's terms of service from the parcel owner to which the services pertain.

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

12. Representations of Consultant.

12.1 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.

12.2 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.

12.3 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

12.4 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.

12.5 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.

12.6 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.

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

12.8 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.

12.9 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.

12.10 Assignment of Rights. "Intellectual Property" means all rights associated with patents and inventions; copyrights, mask works and other works of authorship (including moral rights); sui generis database rights; trademarks, service marks, trade dress, trade names, logos and other source identifiers; trade secrets; software, databases and data; and all other intellectual property and industrial designs. Each party and each of Consultant's subcontractors shall own all right, title, and interest in its Intellectual Property existing prior to the date of this Agreement or developed independently from this Agreement without any Intellectual Property or Confidential Information of the others (each entity's "Background IP"). 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 and specified as a deliverable in connection with this Agreement, except for any of Consultant's Background IP or Consultant's subcontractors' Background IP embodied therein. Consultant hereby grants County a non-exclusive, perpetual, worldwide, royalty-free, fully paid up, non-transferable, non-sublicensable license to Consultant's Background IP and Consultant's subcontractors' Background IP to the extent embodied in, practiced by or used in any specified deliverables provided under this Agreement. County hereby grants Consultant and its subcontractors a non-exclusive, perpetual, worldwide, royalty-free, fully paid up, non-transferable, non-sublicensable license to County's Background IP solely to perform its obligations under this Agreement. Notwithstanding anything to the contrary in this Agreement, as between County and Consultant, Consultant and each of its subcontractors owns all rights, title and interest (including all Intellectual Property) in and to its respective software and all improvements, enhancements or modifications thereto. To the extent that County holds or comes to hold any rights, title or interest (including any Intellectual Property) in or to Consultant's or its subcontractors' software or any portion thereof, County hereby assigns all such rights, title or interest (including all Intellectual Property) to Consultant or the respective subcontractor. Each party agrees to take such actions as are necessary to protect the rights of the other party in this Agreement, and to refrain from taking any action which would impair those rights. Each party's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of copyrighted materials as the copyright owning party may direct, and refraining from disclosing any versions of the copyrighted materials to any third party, except for those third parties necessary to fulfill the services under this Agreement, without first obtaining written permission of the copyright owning party. Each party shall not use or permit another to use the Intellectual Property of the other party in connection with this or any other project without first obtaining written permission of the other party.

12.11 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents that have been specified as a deliverable under this Agreement ("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, except for any of Consultant's Background IP or Consultant's subcontractors' Background IP embodied therein. County hereby grants Consultant and Consultant's subcontractors a nonexclusive, transferable, perpetual, irrevocable, fully paid, royalty free, worldwide, and sublicensable license to distribute, copy, display, modify, make derivative works of, use, and, if applicable, to make, have made, offer to sell or rent, sell, rent, import and/or practice any and all Documents for any purpose, provided that any Document sold, rented, or otherwise disclosed to a third party shall be in a de-identified, anonymized, and aggregated form. 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 and Consultant's subcontractors may retain copies of the above-described Documents.

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

13. Content Online Accessibility. County 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.

13.1 Standards. All consultants responsible for preparing content intended for use or publication on a County-managed or County-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)), the County's Web Standards & Guidelines located at https://sonomacounty.ca.gov/Services/Web-Standards-and-Guidelines/, and the County's Web Site Accessibility Policy located at https://sonomacounty.ca.gov/CAO/Administrative-Policies/9-3-Website-Accessibility-Policy/.

13.2 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 County staff 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.

13.3 Noncompliant Materials; Obligation to Cure. Remediation of any materials that do not comply with County's Web Site Accessibility Policy shall be the responsibility of

Consultant. If County, in its sole and absolute discretion, determines that any deliverable intended for use or publication on any County-managed or County-funded Web site does not comply with County Accessibility Standards, County will promptly inform Consultant in writing. Upon such notice, Consultant shall, without charge to County, repair or replace the non-compliant materials within such period of time as specified by County in writing. If the required repair or replacement is not completed within the time specified, County shall have the right to do any or all of the following, without prejudice to County'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 4; and/or

c. In the case of custom EIT developed by Consultant for County, County may have any necessary changes or repairs performed by itself or by another contractor. In such event, contractor shall be liable for all expenses incurred by County in connection with such changes or repairs.

14. 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 either party's right to terminate this Agreement pursuant to Article 4.

15. 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.

16. 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:

Permit Sonoma
Attn: Accounting
2550 Ventura Ave
Santa Rosa, CA 95403

TO: CONSULTANT: Wildfire DefenseWorks
952 School Street #239
Napa, CA 94559

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.

17. Miscellaneous Provisions.

17.1 No Waiver of Breach. The waiver by either party 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.

17.2 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.

17.3 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.

17.4 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.

17.5 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.

17.6 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.

17.7 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.

17.8. 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.

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

17.10. 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: WILDFIRE DEFENSEWORKS, LLC	COUNTY: COUNTY OF SONOMA
By: _____ Name: David Shew Title: Principal Date: July 27, 2022	CERTIFICATES OF INSURANCE REVIEWED, ON FILE, AND APPROVED AS TO SUBSTANCE FOR COUNTY: By:_____ Department Director or Designee Date: _____ APPROVED AS TO FORM FOR COUNTY: By: _____ County Counsel Date: _____ EXECUTED BY: By:_____ Department Director Date: _____

EXHIBIT A
SCOPE OF WORK
Wildfire Adapted Sonoma County
Structural Hardening Assessment Project

PRIMARY CONTRACTOR AND AUTHORIZED SUBCONTRACTOR

The Primary Contractor for this project is Wildfire DefenseWorks. The authorized Subcontractor is Wuuii, Inc. (Table 1). The Primary Contractor may not substitute a different Subcontractor without the express written consent of the Sonoma County Project Manager.

Table 1. Primary and Subcontractor

	Primary Contractor	Subcontractor
Name	Wildfire DefenseWorks, LLC	Wuuii, Inc.
Entity Type	Limited Liability Company, privately held	Delaware C Corporation, privately held
Address	952 School Street #239 Napa, California 94559-2824	548 Market St. #83538 San Francisco, CA 94104
Phone Number	707-337-8046	707-899-0800
Authorized Representative	David Shew, CEO	Ivan O'Neill, CEO

As primary contractor, Wildfire DefenseWorks will have overall operational control of the program and is responsible for the following:

1. Serve as primary contact with Sonoma County personnel for all project matters;
2. Maintain a regular involvement in overall project direction, and the subcontractor;
3. Personnel training, including assessors;
4. Quality control to ensure assessment recommendations and priorities are comprehensive and accurate;
5. Serve as Subject Matter Expert(s) for assessments, mitigation strategies, and priorities.

As subcontractor, Wuuii, Inc. is responsible for:

1. Day-to-day project management to ensure the project is on time and within budget
2. Recruiting and managing assessment personnel;
3. Procuring information technology and providing technical support;
4. Contacting, scheduling, and supporting property owners participating in the program;
5. Conducting home assessments and generating reports; and
6. Providing customer support and ensuring customer satisfaction.

KEY PERSONNEL

PROJECT MANAGER: Ivan O'Neill will be the Project Manager, responsible for managing day-to-day operations and is the first point of contact for Sonoma County. The Project Manager will oversee the management of the entire structural assessment component of this project, administer all instructions from the County, answer or obtain answers to all questions from the County, during and after the completion of work.

Table 2. Key personnel

Dave Shew
Ivan O'Neill
Aron Boettcher

PROJECT DESCRIPTION

This project is the assessment and property specific identification phase of a two-phased project to mitigate wildfire risks to homes, lives, and property in Sonoma County, California. Sonoma County Permit and Resource Management Department ("Permit Sonoma") is implementing an "inside-out" or "house-outward" nested mitigation approach to assessing structures that could be at-risk due to structural elements and vegetation that make them vulnerable to wildfire ignition. The overall objective is to conduct a minimum of 250 and a maximum of 1000 structural hardening assessments in pre-identified project locations shown on the included maps: Wildfire Adapted Sonoma County Part 1 (Exhibit A Map 1), and Wildfire Adapted Sonoma County Part 2 (Exhibit A Map 2).

COST OF SERVICE

Structural Assessment

Work under this contract will be performed at a unit cost per assessment of $361.00 (Table 3). The County will generally authorize work in allotments of 250 structural assessments, with a minimum of 250 assessments authorized upon award of the contract and with a maximum of 1000 assessments allowed under this Contract. Work on structural assessments for Allotment 1 is authorized to proceed upon award of this Contract.

The Primary and Subcontractors can only proceed with performing structural assessments on allotments in excess of the first 250 once they have received written consent from the County's Project Manager.

Allotment 1 (first 250)	Cost per Assessment = $361.00	Total Cost A1 = $90,259.00
Allotment 2 (second 250)	Cost per Assessment = $361.00	Total Cost A2 = $90,259.00
Allotment 3 (third 250)	Cost per Assessment = $361.00	Total Cost A3 = $90,259.00

Allotment 4 (fourth 250) Cost per Assessment = $361.00 Total Cost A4 = $90,259.00

Minimum Total Contract Cost = $90,259.00

Maximum Total Contract Cost = $361,034.00

Table 3. Elements in the Cost per Assessment of $361.00

Human Resources	Rate (per hour or per unit)	Quantity (hours or units)	Total
Assessor (3 hours per assessment, including travel)	$65	750	$48,750
IT Support	$65	46	$2,990
Project Management	$65	80	$5,200
Customer Support	$31	72	$2,232
Assessor Training and Quality Control	$190	59	$11,210
Information Technology			
Tablet device rental (per expected two-month project duration)	$470	8	$3,760
ArcGIS123 Survey Collector license	$60	8	$480
Hubspot CRM license (monthly)	$1,780	2	$3,560
Insurance			
Workers compensation (monthly)	$1,632	2	$3,264
General liability (monthly)	$500	2	$1,000
Transportation			
Mileage (50 miles roundtrip per assessment)	$0.625	12500	$7,813
		TOTAL	**$90,259**
		PER ASSESSMENT	**$361**

PROJECT TASKS

TASK 1: Planning, Personnel Recruitment and Technology Procurement

Task 1a: Beginning on the date the Board of Supervisors approves the Notice of Intent to Award, Contractor may immediately begin Task 1. Contractor will schedule a kick-off meeting with County staff to establish working relationship, lines of communication, review County training materials, review templates for participant communications, and receive participant information.

Task 1b: This will include initiating recruitment for additional assessment staff, developing training materials, and procuring all software licenses, hardware, and insurance coverages. Additionally, Contractor and County staff will review and agree upon a format and protocol (e.g., REST transfer, Safe Software's FME, data push) for providing assessment data (e.g., photos, structured observation data) to County's GIS data repository. Contractor will use the following software or functional equivalents during project planning and execution:

1. Contractor's Madronus software platform;
2. Hubspot CRM Suite Professional for customer relationship management, customer communications, support, and satisfaction;
3. Atlassian Confluence and Jira products for project documentation and management; and
4. Any required software licenses to support integrating with the County's GIS data repository (e.g., ArcGIS).

Task 1c: At the completion of Task 1, Contractor will provide a detailed schedule of work to the County, and update as needed in the selected assessment program platform (see above).

TASK 2: Assessor Training and Onboarding

All assessors will be required to complete a training course prepared by David Shew, developed in collaboration with the County. County will provide final approval of training. After the training, assessors will be able to accomplish the following:

1. Understand primary structural vulnerabilities that can lead to house ignition through embers, direct flame, and radiant heat;
2. Prioritize vulnerabilities based on site characteristics, building characteristics, and other factors such as age and condition of infrastructure;
3. Clearly communicate to property owner what the vulnerabilities are, and why they are important;
4. Use Madronus software to report findings, compile assessment information, attach photographs.

Training content and materials will be based upon the best available research in mitigation measures for structure ignition, such as the National Institute of Standards and Technology (NIST) Technical Note 2205 "Wui/Parcel/Community Fire Hazard Mitigation Methodology," and/or materials such as those developed by the Insurance Institute for Business and Home Safety (IBHS). Assessors must also pass a written exam or in-field assessment that demonstrates their competence and knowledge of home ignition vulnerabilities and priorities in the WUI.

County may use training materials and/or include selected personnel in training sessions.

Training will also cover the Madronus software platform, written materials provided to the property owners (such as the County's Structural Hardening Assessment Form or equivalent [Attachment 1 WASC Structural Hardening Assessment Form]), and role play-based customer service modules to prepare assessors for scenarios they could encounter when offering services and explaining issues identified during the assessment and recommendations to address them.

Additionally, newly trained assessors will be paired with either David Shew or Ivan O'Neill for at least the first two assessments to ensure they are fully trained and competent to perform structural assessments. David Shew and/or Ivan O'Neill shall closely monitor all assessors throughout the project to ensure accuracy and consistency of assessments and the quality of interactions with parcel owners.

Based on estimates of time per parcel to complete an assessment (see Task 4), Contractor expects to allocate six assessors for the project duration to ensure a sufficient number of assessors are available on any given day, given time off, holidays, sick leave, etc.

TASK 3: Contact and Communications with Parcel Owners for Voluntary Assessments

The Contractor will develop Terms of Agreement for property owners to enter into prior to receiving an assessment, in collaboration with the County. The County will provide final approval of the Terms of Agreement.

The County will provide Contractor with a list of property owners interested in receiving an assessment. The County will routinely update the list in tandem with Contractor implementing assessments. Upon receipt of the list of interested parcel owners, the Contractor will begin contacting property owners to schedule assessments. Contractor will use customer relationship management (CRM) software suite and will support parcel owners to sign up for voluntary assessments via e-mail, direct mail, text and/or phone. Assessor availability will be loaded into the software platform and will allow parcel owners the option to schedule assessments digitally via e-mail links or at a website address. Parcel owners will also have the option to schedule via phone during business hours. The Contractor will work directly with parcel owners to schedule assessments and, in most cases, Contractor's assessors will meet with parcel owners on site unless parcel owner gives consent for the assessment to occur without them present.

TASK 4: Assessments

Task 4a: Assessment Approach. Assessments will begin as soon as possible after contract award. Assessments will generally be offered seven days a week during daylight hours. Assessments are expected to average ninety (90) minutes per assessment to complete, including consultation with the parcel owner about the assessments results. Additionally, on average, 60 minutes of travel time to/from each parcel and thirty (30) minutes of post-assessment quality control and data management are expected. Total average assessment time per parcel is expected to be one hundred and eighty (180) minutes (3 hours) with at least two (2) assessments completed per day.

Task 4b: Madronus Software. Contractor will provide the Madronus software platform and configure it per the assessment form and program tracking parameters provided by the County (e.g., Attachment 1 WASC Structural Hardening Assessment Form or equivalent). The Contractor shall provide their own iPads or other devices as needed for use in the field by its own personnel. The Contractor shall enter and track all assessment information, including detailed records and photos for each assessment in the Madronus software platform.

Task 4c: Providing Results to Owner. The Contractor will provide the parcel owner a PDF copy of the

assessment findings via email within two (2) days of assessment. The Contractor's assessors are expected to help property owners understand recommendations of assessment by having them participate in the inspection and discussing the results with them in clear, non-technical language before ending the assessment. If the property owner participates in the assessment, Contractor will provide a paper form to the property owner for the owner to take notes on.

Task 4d: Quality Control. All assessments will be reviewed by Contractor's Project Manager to ensure accuracy, inter-team consistency, and completeness. In addition, at least twenty-five (25) assessments per each 250-allotment (or 10% of all assessments) will be randomly selected and reviewed by David Shew as an additional quality control step. Acknowledging that assessments represent the best professional judgment of an assessor and that even the same assessor could classify the same feature differently at different times, some variability in observations is to be expected. Notwithstanding, corrective action will be taken promptly upon the identification of any issues that result in more than five percent (5%) of observations being incorrect or sub-standard on a single assessment (e.g., formatting/grammar/image quality, omitted or misclassified features, incomplete observations, wrong property assessed).

TASK 5: Reporting

Task 5a: Weekly Reporting.

While Contractor is actively assessing parcels, Contractor will provide weekly reports via a concise e-mail of:

1. The number of customer communications;
2. The number of customers who agreed to an assessment;
3. The number of assessments scheduled;
4. The number of assessments conducted;
5. Customer satisfaction (as measured by the Net Promoter Score metric).

The Weekly Report for the prior week is due no later than 12pm each Monday.

Task 5b: Quarterly Reporting. The Project Manager will prepare Quarterly Reports, in addition to the payment invoices as required in the Agreement, describing the project progress towards completing all required tasks including showing the percentage of work completed, percentage of budget expended by task element, how the project critical path and schedule has been maintained, and any revisions to the project schedule. The Quarterly Reports are due on the 15th day of the month following the end of that quarter. Quarterly Reports shall be numbered by quarter and calendar year, e.g., "Q4_2022" for the period covering October, November, and December 2022. Quarterly Reports are due on January 15, April 15, July 15, and October 15 of each year. The last Quarterly Report shall also serve as the project's "final report."

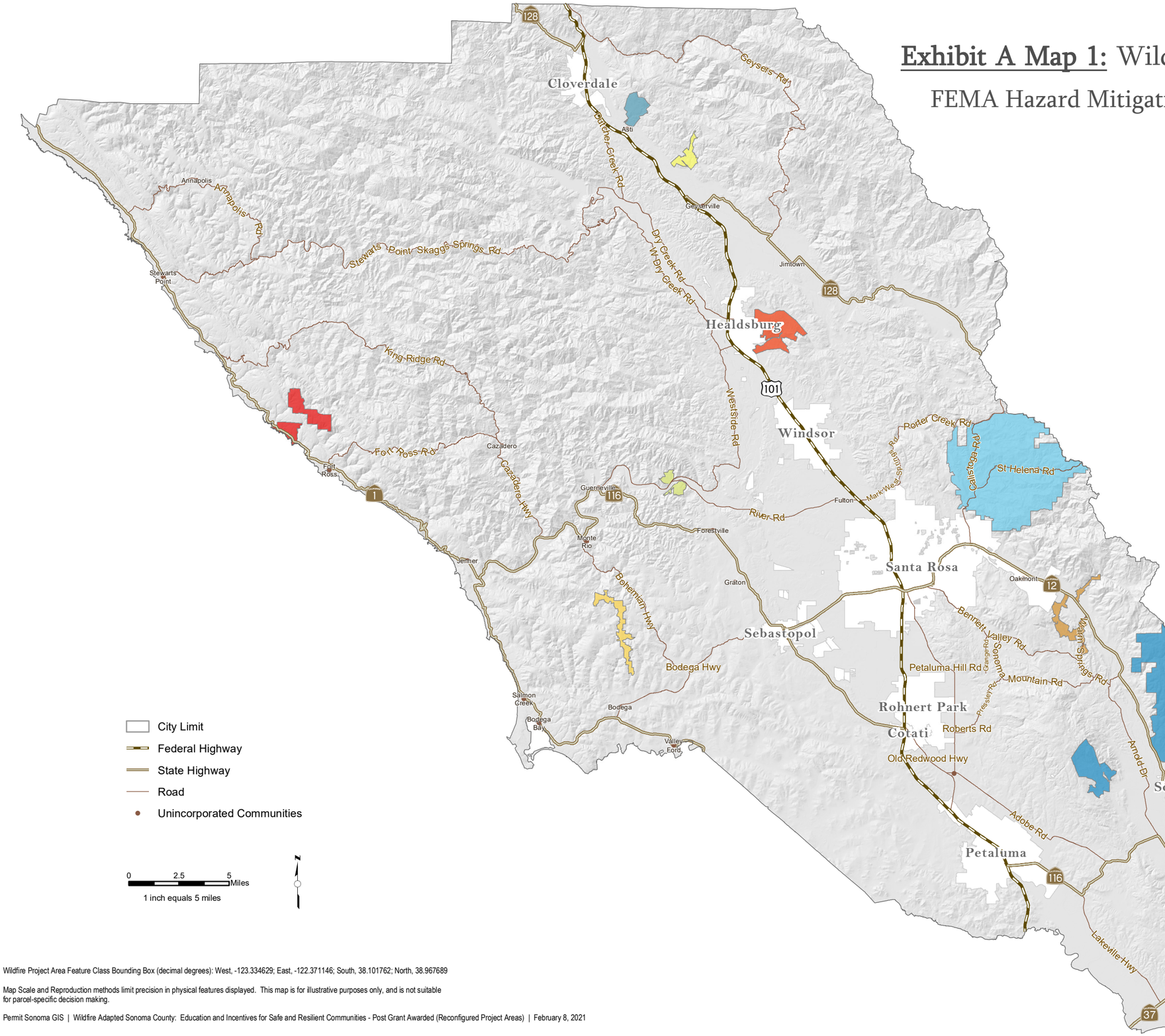
SCHEDULE

Days start from the date of Contract execution. With approval from the County, the following schedule may be modified and updated in Quarterly Reports, without modification to the contract.

Day	Task
0	Contract approval
30	Complete Task 1
60	Complete Task 2
90	Complete Task 3 (or ongoing as additional allotments are authorized)
270	Complete Task 4 (but no later than 31 December 2022)
----	Task 5 on-going

Exhibit A Map 1: Wildfire Adapted Sonoma County Part 1

FEMA Hazard Mitigation Grant Program, award DR4344-0701



Project Areas

(Post Award | Reconfigured)

Wildfire Project Areas were selected using a variety of criteria, including CAL FIRE Fire Resource and Assessment Program (FRAP) Fire Hazard Severity Zone data, and consultation with local jurisdiction chiefs to determine and address highest needs.

- Cloverdale FPD
- CSA 40/Fitch Mountain
- Forestville FPD
- Kenwood FPD
- Northern Sonoma County FPD
- Occidental CSD
- Schell-Vista FPD
- Sonoma County FPD
- Sonoma Valley Fire Rescue Authority
- Timber Cove FPD

Merger of Original Project Areas
Northern Sonoma County FPD [formerly Geyserville FPD]
Sonoma County FPD [formerly Rincon Valley FPD]
Sonoma Valley Fire Rescue Authority [formerly Mayacamas VFC, Sonoma Valley FRA]

- City Limit
- Federal Highway
- State Highway
- Road
- Unincorporated Communities

0 2.5 5 Miles

1 inch equals 5 miles

Wildfire Project Area Feature Class Bounding Box (decimal degrees): West, -123.334629; East, -122.371146; South, 38.101762; North, 38.967689

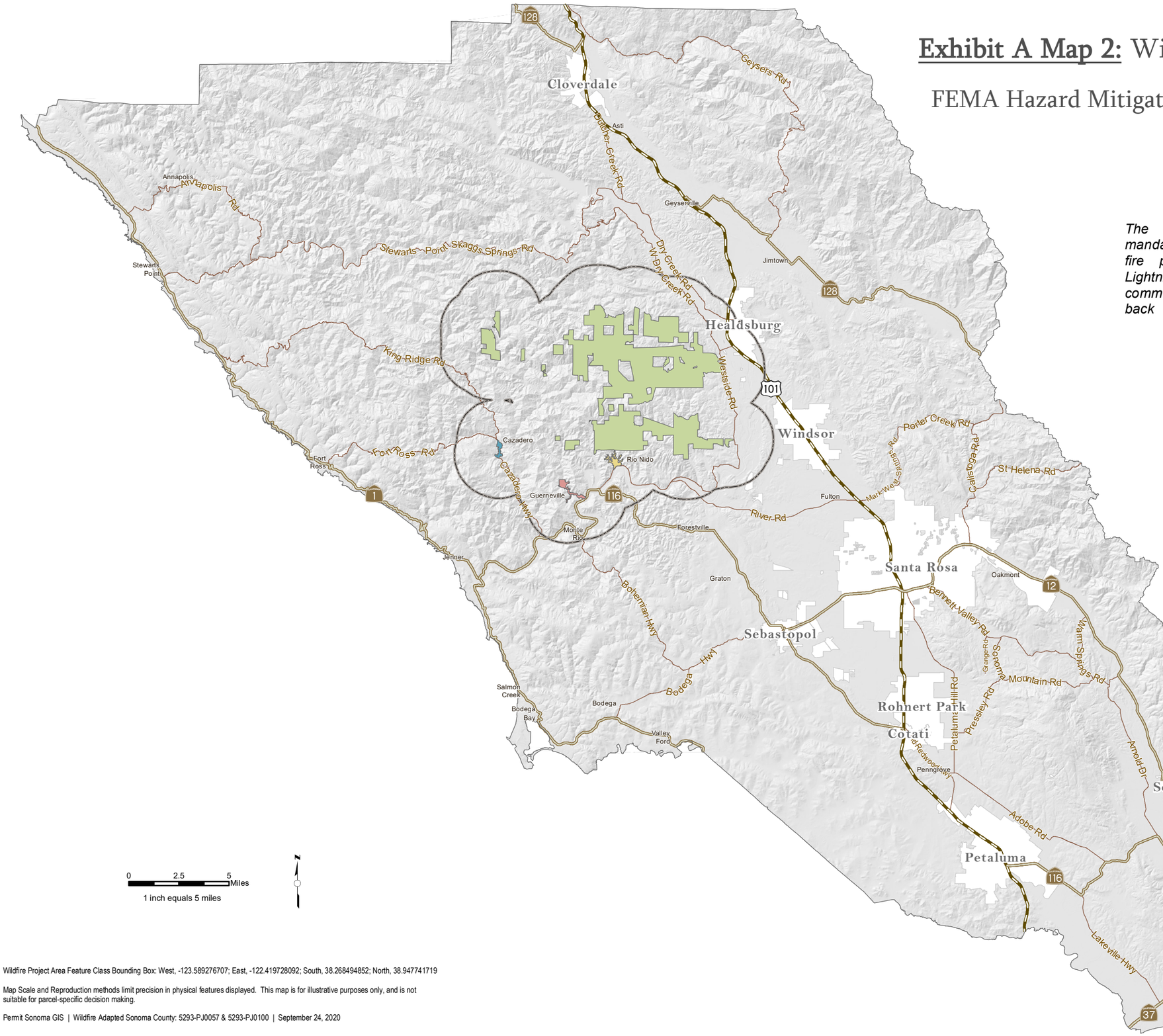
Map Scale and Reproduction methods limit precision in physical features displayed. This map is for illustrative purposes only, and is not suitable for parcel-specific decision making.

Permit Sonoma GIS | Wildfire Adapted Sonoma County: Education and Incentives for Safe and Resilient Communities - Post Grant Awarded (Reconfigured Project Areas) | February 8, 2021

County of Sonoma
Permit Sonoma
2550 Ventura Avenue, Santa Rosa, California 95403
permit SONOMA GIS

Exhibit A Map 2: Wildfire Adapted Sonoma County Part 2

FEMA Hazard Mitigation Grant Program, award DR5293-PJ0057



Project Areas

The Wildfire Adapted Sonoma County Project Area represents mandatory & warning evacuation common areas, outside of the 2019 Kincade fire perimeter as well as within & outside of the 2020 LNU Lightning Complex | Walbridge and Meyers fire perimeters. The common areas are impacted communities experiencing back-to-back wildfire incidents within a time span of eleven months.

Wildfire Project Areas

- Cazadero
- Mill Creek Rd, Palmer Creek Rd, Sweetwater Springs Rd, Wallace Creek Rd
- Old Cazadero
- Rio Nido
- Benefit Cost Analysis (BCA) | Project Area 2 Mile Buffer

Basemap Data

- City Limit
- Federal Highway
- State Highway
- Road

0 2.5 5 Miles

1 inch equals 5 miles

N

Wildfire Project Area Feature Class Bounding Box: West, -123.589276707; East, -122.419728092; South, 38.268494852; North, 38.947741719

Map Scale and Reproduction methods limit precision in physical features displayed. This map is for illustrative purposes only, and is not suitable for parcel-specific decision making.

Permit Sonoma GIS | Wildfire Adapted Sonoma County: 5293-PJ0057 & 5293-PJ0100 | September 24, 2020

County of Sonoma

Permit Sonoma

2550 Ventura Avenue, Santa Rosa, California 95403

permit SONOMA GIS

Exhibit B

FEDERAL REQUIREMENTS – FEMA

1. DEFINITIONS

1.1 Government means the United States of America and any executive department or agency thereof.

1.2 FEMA means the Federal Emergency Management Agency.

1.3 Third Party Subcontract means a subcontract at any tier entered into by Contractor or any subcontractor, financed in whole or in part with federal assistance derived from the Federal Emergency Management Agency.

1.4 For purposes of this Exhibit, **Contractor** means the Contractor or Consultant as identified in the Agreement, and shall sometimes be referred to as "contractor."

1.5 Agreement means that certain Agreement between the County of Sonoma ("County") and Contractor, and to which this Exhibit is made a part.

2. FEDERAL REQUIREMENTS

2.1 Contractor acknowledges that FEMA financial assistance will be used to fund this Agreement.

2.2 Contractor shall at all times comply with all applicable federal laws, regulations, executive orders, Office of Budget and Management circulars, and FEMA policies, procedures, and directives, as they may be amended or promulgated from time to time during the term of this Agreement, including but not limited to those requirements of 2 C.F.R.[1] 200.317 through 200.326 and Appendix II to 2 CFR Part 200—"Contract Provisions for non–Federal Entity Contracts Under Federal Awards," which is included herein by reference; and including the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990, the Civil Rights Act of 1964 (Title VI); the Civil Rights Act of 1968 (Title VIII); the Drug-Free Workplace Act of 1988; the Drug Abuse Office and Treatment Act of 1972; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970; the Public Health Service Act of 1912; the Education Amendments of 1972 (Title IX); the Equal Opportunity in Education Act; the Energy Policy and Conservation Act; the False Claims Act; the Hotel and Motel Fire Safety Act of 1990; the National Environmental Policy Act; the Rehabilitation Act of 1973; the Whistleblower Protection Act; the Hatch Act (5 U.S.C.[2] 1501 et seq.); and all related and Department of Homeland Security--mandated federal regulations, including 44 CFR Part 7.

2.3 Whether or not expressly set forth herein, all contractual provisions required by FEMA are hereby incorporated by reference. In the event of any conflict between any provision of this Agreement or any FEMA term, condition, or requirement, the stricter standard shall apply. Contractor shall refer any inconsistency or perceived inconsistency between this Agreement and any federal requirement to County for guidance. Contractor shall not perform any act, fail to perform any act, or refuse to

[1] Code of Federal Regulations ("CFR").

[2] United States Code ("USC").

comply with any requests that would cause County to be in violation of any FEMA term, condition, or requirement.

2.4 Contractor acknowledges that this Agreement may be subject to grant assurances mandated by funding federal agencies. In such event, this Agreement shall be subject to and subordinate to all such grant assurances in effect at all times during the term of this Agreement. Any grant assurances mandated by any federal funding agency for inclusion after the execution date of this Agreement shall be deemed by the parties to have been incorporated herein.

2.5 Contractor must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

2.6 The Government shall enjoy the right to seek judicial enforcement of any law, regulation, condition, or provision stated herein.

2.7 Drug-free workplace. Contractor acknowledges County maintains a drug-free workplace plan. Contractor shall comply with applicable requirements of that plan and otherwise comply with applicable requirements of the Drug-Free Workplace Act of 1988 (41 USC 701-707).

2.8 Contractor shall ensure it has the necessary processes and systems in place to comply with applicable federal reporting requirements, including those contained in 2 CFR Part 170 as applicable.

2.9 Whistleblower Protections. Contractor shall inform all its employees in writing of the rights and remedies provided under the federal Whistleblower Protection Act, including 41 USC 4712.

2.10 Repair or Construction Activity. For all repair or construction activity done pursuant to this Agreement (if applicable), all such repair or construction shall be carried out in accordance with applicable standards of safety, decency, and sanitation and in conformity with applicable codes, specifications and standards, including those required pursuant to 44 CFR 206.400.

2.11 The Contractor agrees to include the above clauses in each Third Party Subcontract such that all provisions will equally apply to the subcontractor. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject thereto.

3. ACCESS TO RECORDS

3.1 Contractor and its successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Government access to records, accounts, documents, information, facilities, and staff, including compliance review, investigation, evaluation, documentation and reporting requirements.

3.2 The Contractor agrees to provide the County, FEMA, the Comptroller General of the United States or any their authorized representatives access to any books, documents, papers, and records of the Contractor which are related to this Agreement, for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor

agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3.3 The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under this Agreement.

3.4 The Contractor agrees to maintain all books, records, accounts, and reports required under this Agreement for a period of not less than five years after the later of: (a) the date of termination or expiration of this Agreement or (b) the date all projects, programs, and close outs are completed, except in the event of audit, litigation, or settlement of claims arising from this Agreement, in which case, Contractor agrees to maintain same until the County, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto. Contractor shall grant County the option of retention of the records, books, papers, and documents in unalterable, electronic form if Contractor elects to dispose of said documents following the mandatory retention period.

3.5 The requirements set forth above are all in addition to, and should not be considered to be in lieu of, any more stringent requirement set forth in the Agreement.

4. DEBARMENT AND SUSPENSION

4.1 This Agreement is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 CFR 180.995), or its affiliates (defined at 2 CFR 180.905) are excluded (defined at 2 CFR 180.940) or disqualified (defined at 2 CFR 180.935). Covered transactions shall not be entered into with excluded or disqualified persons or with parties listed on the Government's Excluded Parties List System in the System for Award Management (SAM). The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority. (2 CFR Part 200 Appendix II, (I)). No entity, including subcontractors, may receive any federal funds through this Agreement unless the entity has provided its unique entity identifier to County.

4.2 Contractor represents and warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension" or Executive Order 12689, and that it is not on the Excluded Parties List System in the System for Award Management (SAM) or on any comparable list of precluded persons, entities, or facilities. Contractor agrees that neither Contractor nor any of its third party subcontractors shall enter into any third party subcontracts for any of the work under this Agreement with a third party who is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under executive Order 12549 or any federal regulation, including 2 CFR Part 200. Gov. Code § 4477.

4.3 The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. Contractor agrees to the provisions of Exhibit B-1,

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions, attached hereto and incorporated herein. For purposes of this Agreement and Exhibit B-1, Contractor is the "prospective lower tier participant."

4.4 The Contractor agrees to include the above paragraphs in each Third Party Subcontract such that all provisions will equally apply to the subcontractor. It is further agreed that the paragraphs shall not be modified, except to identify the subcontractor who will be subject to its provisions.

4.5 This certification is a material representation of fact relied upon by County. If it is later determined that the Contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the County, the Government may pursue available remedies, including but not limited to suspension and/or debarment.

4.6 The bidder or proposer agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to indude a provision requiring such compliance in its lower tier covered transactions.

5. NO FEDERAL GOVERNMENT OBLIGATIONS TO CONTRACTOR

5.1 The County and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Government, the Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the County, Contractor, or any other party (whether or not a party to this Agreement) pertaining to any matter resulting from the Agreement.

5.2 The Contractor agrees to include the above clause in each Third Party Subcontract such that all provisions will equally apply to the subcontractor. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject thereto.

6. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE (all construction contracts awarded meeting the definition of "federally assisted construction contract" under 41 CFR 61-1.3)

Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60). 41 CFR 60-1.4 is hereby incorporated by reference.

During the performance of this Agreement, Contractor agrees as follows:

6.1 The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment

without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

6.2 The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

6.3 The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

6.4 The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

6.5 The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6.6 The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6.7 In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

6.8 The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided,* however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

7. NONDISCRIMINATION CLAUSE

7.1 Contractors and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition, age, marital status, denial of family care leave, or based on any other prohibited basis.

7.2 Contractors, and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

7.3 Contractor shall comply with the applicable provisions of the Fair Employment and Housing Act (Gov. Code § 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

7.4 The Contractor agrees to include the above clauses in each Third Party Subcontract such that all provisions will equally apply to the subcontractor. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject thereto.

8. CONTRACT WORK HOURS AND SAFETY STANDARDS (all contracts in excess of $100,000 that involve the employment of mechanics or laborers, but not to purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence)

Compliance: Contractor and all subcontractors shall comply with the Contract Work Hours and Safety Standards Act, 40 USC 3701 through 3708 (including sections 3702 and 3704), as supplemented by Department of Labor regulations at 29 CFR Part 5, which are incorporated hereto. CFR Contractor and all subcontractors shall compute

the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Contractor shall not require any laborer or mechanic employed in the performance of the contract to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to health or safety.

A. Overtime: No contractor or subcontractor contracting for any part of the work under this Agreement which may require or involve the employment of laborers or mechanics (including watchmen and guards) shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the provisions of Paragraph B, the contractor or any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor or subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions of paragraph B in the sum of $25 for each calendar day on which such employee was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by paragraph B.

C. Withholding for unpaid wages and liquidated damages: The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set for in paragraph C of this section.

D. Subcontracts: The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs A through D of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A through D of this section.

Further requirements are contained in the Davis-Bacon provisions (see 29 CFR 5.5(a)) stated further herein and are incorporated here by reference.

9. NOTICE OF REPORTING REQUIREMENTS

9.1 Contractor acknowledges that it has read and understands the reporting requirements of FEMA, including the "SF-425 Federal Financial Report Filing Instructions" (available at https://www.fema.gov/media-library/assets/documents/28389). Contractor agrees to comply with all applicable reporting requirements, including those contained in any

grant terms and conditions, notices of funding opportunity, or any program guidance associated with any FEMA funding related to this Agreement.

9.2 The Contractor agrees to include the above clause in each Third Party Subcontract such that all provisions will equally apply to the subcontractor. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject thereto.

10. NOTICE OF REQUIREMENTS PERTAINING TO COPYRIGHTS

10.1 Contractor agrees that FEMA shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:

10.1.1 The copyright in any work developed with the assistance of funds provided under this Agreement;

10.1.2 Any rights of copyright to which Contractor purchases ownership with the assistance of funds provided under this Agreement.

10.2 The Contractor agrees to include the above paragraph in each Third Party Subcontract such that all provisions will equally apply to the subcontractor. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject thereto.

11. PATENT RIGHTS (contracts meeting the definition of "funding agreements" (see 37 CFR Part 401) for experimental, research, or development projects financed by FEMA)

-Not applicable-

12. ENERGY CONSERVATION REQUIREMENTS

12.1 The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201).

12.2 The Contractor agrees to include the above paragraph in each Third Party Subcontract such that all provisions will equally apply to the subcontractor. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject thereto.

13. CLEAN AIR AND WATER REQUIREMENTS (all contracts and subcontracts in excess $150,000, including indefinite quantities where the amount is expected to exceed $150,000 in any year)

13.1 Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q), as amended, and the Federal Water Pollution Control Act as amended (33 USC 1251-1388) (as all or any may be amended), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

13.2 Contractor agrees to report each violation of these requirements to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FEMA and the appropriate EPA regional office.

13.3 The Contractor agrees to include the above paragraphs in each Third Party Subcontract exceeding $150,000, such that all provisions will equally apply to the subcontractor. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject thereto.

14. TERMINATION FOR CONVENIENCE OF COUNTY (all contracts in excess of $10,000)

For construction contracts, see Section 8 of the 2015 Standard Specifications, as may be modified by County's applicable Notice to Bidders, Special Provisions, and Addenda.

For services contracts, see Article 4 of the "Standard Professional Services Agreement."

15. TERMINATION FOR DEFAULT (all contracts in excess of $10,000)

Contractor's failure to perform or observe any term, covenant or condition of this Agreement shall constitute an event of default under this Agreement.

For construction contracts, see Section 8 of the 2015 Standard Specifications, as may be modified by County's applicable Notice to Bidders, Special Provisions, and Addenda.

For services contracts, see Article 4 of the "Standard Professional Services Agreement."

16. CHANGES

For construction contracts, see Sections 4-1.05, 4-1.06, 4-1.07, and 8 of the 2015 Standard Specifications, as may be modified by County's applicable Notice to Bidders, Special Provisions, and Addenda.

For services contracts, see Article 8 of the "Standard Professional Services Agreement."

17. LOBBYING (Byrd Anti-Lobbying Amendment, 31 USC 1352 (as amended)) (all contracts and subcontracts in excess of $100,000)

17.1 Contractor shall not use or expend any funds received under this Agreement with any person or organization to influence or attempt to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

17.2 Contractor agrees to the provisions of Exhibit C-2, Certification Regarding Lobbying, attached hereto and incorporated herein, and shall obtain such certifications for all subcontracts in excess of $100,000. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for

influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 USC 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

17.3 Contractor agrees to include the above paragraphs in each Third Party Subcontract such that all provisions will equally apply to the subcontractor. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject thereto.

18. MBE / WBE REQUIREMENTS

Contractor shall make good faith effort and take all necessary affirmative steps (including those listed in 2 CFR 200.321) to assure that Minority and Women's Business Enterprises and labor surplus area firms are used when possible. Failure to engage in such affirmative steps shall be considered as a material breach of the contract.

Contractor, and all its subcontractors, must take all affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible, including as sources of supplies, construction, equipment, or services. These affirmative steps must be documented and reported. Failure of Contractor or any subcontractor thereof to take the following steps shall be deemed a material breach of this Agreement:

A. Place qualified small and minority businesses and women's business enterprises on solicitation lists;
B. Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
C. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
D. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
E. Use the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

If subcontracts are to be let, Contractor shall take the affirmative steps listed above and as otherwise required by 2 CFR 200.321.

19. PROCUREMENT OF RECOVERED MATERIALS

19.1 Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a

satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

19.2 In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

19.2.1 Competitively within a timeframe providing for compliance with the contract performance schedule;

19.2.2 Meeting contract performance requirements; or

19.2.3 At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

19.3 The Contractor agrees to include the above clauses in each Third Party Subcontract such that all provisions will equally apply to the subcontractor. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject thereto.

20. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 USC Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.

21. COUNTY SEAL, LOGO, AND FLAGS

The Contractor shall not use the County seal(s), logos, crests, or reproductions of flags or likenesses of County agency officials, including those of FEMA or the United States Coast Guard, without specific FEMA pre-approval.

22. DAVIS-BACON ACT AND COPELAND ANTI-KICKBACK ACT (all prime construction, repair, or alteration contracts in excess of $2,000 funded under the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program [unless other grant or state/local law require independently])

a. Compliance with the Davis –Bacon Act:

Contractor shall comply with the Davis-Bacon Act (40 USC 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 CFR Part 5 (Labor Standards

Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction), and shall comply with all of the following:

29 CFR 5.5(a):

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall

approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage

determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program

described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii)Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7.. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

b. Compliance with the Copeland "Anti-Kickback" Act (required for all Davis-Bacon contracts, and for contracts for construction or repair of public work financed in whole or part by federal loan or grant):

(1) Contractor. The contractor shall comply with 18 USC 874, 40 USC 3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 CFR 5.12.

23. BONDS (all construction or facility improvement contracts, or any subcontracts thereof, exceeding $150,000)

Unless otherwise excepted in writing by County, for construction or facility improvement contracts exceeding $150,000, or any subcontracts thereof in excess of $150,000, Contractor shall obtain and maintain bonds as follows:

23.1 A performance bond for 100 percent of the Agreement price, and

23.2 A payment bond for 100 percent of the Agreement price.

24. POLITICAL ACTIVITIES

Contractor understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government without the express prior written approval of the County.

Exhibit B-1

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

(Lower Tier refers to the agency or Contractor receiving Federal funds, as well as any subcontractors that the agency or Contractor enters into contract with using those funds)

As required by Executive Order 12549, Debarment and Suspension, as defined at 44 CFR Part 17, County may not enter into contract with any entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. Contractor is required to sign the certification below which specifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal agency. It also certifies that Contractor will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any Contractor that is debarred, suspended, or ineligible under 44 CFR Part 17.

Instruction for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definition and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and

Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion – Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of its proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Contractor Signature	Date

Exhibit B-2

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person or organization for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. If any registrant under the Lobbying Disclosure Act of 1995 has made lobbying contacts on behalf of the undersigned with respect to this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
4. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. An imposition of a civil penalty under this subsection does not prevent the United States from seeking any other remedy that the United States may have for the same conduct that is the basis for the imposition of such civil penalty.

The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 USC 3801 *et seq*., apply to this certification and disclosure, if any.

Contractor Signature _____ Date _____

Exhibit C

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, its officers, agents, and employees** 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; and

ii. 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: **21-22-015 Wildfire DefenseWorks**.

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: Permit Sonoma
2550 Ventura Ave
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.

Certificate of Completion

21-22-015 Wildfire DefenseWorks Agreement and Exhibits.pdf

ID: 3a09d1c7-659d-43cb-b58b-0b6ae6a698a0

SIGN REQUEST ISSUED:
Jul 28, 2022
01:59 AM UTC

REQUESTED BY:
Aron Boettcher
aron.a.boettcher@gmail.com

STATUS:
Completed
on 28 Jul, 2022, 07:10 AM UTC

Audit trail

Generated on Jul 28, 2022

28 Jul, 2022, 01:59 AM UTC — **Aron Boettcher** has invited to sign the document
24.94.76.192

28 Jul, 2022, 07:08 AM UTC — **David Shew** has opened the document
dshew@wildfiredefenseworks.com **Verified**
76.235.27.120

28 Jul, 2022, 07:10 AM UTC — **David Shew** has signed the document
dshew@wildfiredefenseworks.com **Verified**
76.235.27.120