AGREEMENT FOR PROFESSIONAL SERVICES WITH WUUII, INC.

This agreement ("Agreement"), dated as of _____, 2026 (“Effective Date”) is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Wuuii, Inc. (hereinafter "Consultant").

R E C I T A L S

WHEREAS, Consultant represents that it is a duly qualified wildfire risk assessor experienced in the preparation of wildfire risk modeling, building and structural hardening assessments and related services; and

WHEREAS, in the judgment of the County, it is necessary and desirable to employ the services of Consultant for a County of Sonoma wildfire vulnerability assessment.

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 8, 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: Ivan O'Neill, Aron Boettcher, Andrew Carrillo, Ian Moore, Jason Moghaddas, Carl Rudeen.

c. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

2. Payment.

For all services and incidental costs required hereunder, Consultant shall be paid on a time and material/expense basis in accordance with the budget set forth in Exhibit B, provided, however, that total payments to Consultant shall not exceed $356,925, without the prior written approval of County. Consultant shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

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

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

If Consultant does not qualify, County requires that a completed and signed Form 587 be provided by the Consultant in order for payments to be made. If Consultant is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the Consultant agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 15. 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 _____, 2026 to November 30, 2027 unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

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

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

4.3 Delivery of Work Product and Final Payment Upon Termination.
In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to County all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents 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 County, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered

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

4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent, County Executive, or County Executive's designee, 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. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Confidentiality Information.

6.1 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.

6.2 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.

6.3 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.

6.4 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.

6.5 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.

7. 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.

8. 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.

9. 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

County Executive or County Executive's designee 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.

10. Representations of Consultant.

10.1 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.

10.2 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.

10.3 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

10.4 Representation, Warranty and Responsibility as to Data Security

a. Data Security: Consultant shall preserve, and shall ensure that its sub-consultants or vendors preserve, the confidentiality, integrity, and availability of County data with administrative, technical and physical measures that conform to generally recognized industry standards and best practices that the selected firm then applies to its own processing environment. Maintenance of a secure processing environment includes, but is not limited to, the timely application of patches, fixes and updates to operating systems and applications as provided by Consultant and/or its sub-consultants or vendors. Consultant agrees to, and shall ensure that its sub-consultants or venders,

comply with the County's current and future information security policies, standards, procedures, and guidelines.

b. Encryption Requirements: Consultant shall encrypt and shall ensure that its sub-consultants or vendors encrypt, confidential information whether the data is in transit, or at rest, including but not limited to Personally Identifiable Information (PII) or Protected Health Information (e.g. PHI, ePHI).
c. Security Breach: Consultant shall comply, and shall ensure that its sub-consultants or vendors comply, with all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information (PII) or protected health information (e.g. PHI,ePHI) or other event requiring notification. In the event of a breach, or other event requiring notification under applicable law, Consultant shall:
    i. Notify the County by telephone and e-mail within twenty-four (24) hours of any suspected or actual breach of security, intrusion, or unauthorized use or disclosure of information of which Consultant or its agents become aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations.
    ii. Assume responsibility for informing all such individuals in accordance with applicable federal or state laws or regulations.
    iii. Assume responsibility for informing all such individuals in accordance with applicable federal or state laws or regulations.

d. Request to Audit: Consultant will accommodate and upon reasonable notice by Sonoma County, work with Sonoma County and/or its subcontractors to submit to a random information security audit. This is to ensure that the consultants and/or vendor's information security practices or standards comply with Sonoma County's information security policies, standards, procedures and guidelines. Consultant shall ensure that its sub-consultants or vendors comply with this requirement.
e. Cyber Risk Insurance Requirements: Consultant shall include, and shall ensure that its sub-consultants or vendors include, cyber risk insurance requirements in compliance with County of Sonoma Risk Management standards.

10.5 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.

10.6 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.

10.7 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.

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

10.9 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.

10.10 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.

10.11 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 it is 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 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.

10.12 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, and use any and all Documents for Consultant's internal business purposes which includes configuring and updating Wuuii software, conducting wildfire risk assessments using Wuuii software, developing training materials for risk assessments, training resources, performing quality control, identifying edge cases, developing, editing, and scripting mitigation measures. 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 but agrees not to disclose or discuss with any third parties any information gathered, discovered, or generated in any way through this Agreement, except as expressly permitted by this Agreement or as necessary for Consultant and Consultant's subcontractors to perform its obligations under the Agreement (subject to the confidentiality obligations of this Agreement), without the express written permission of County.

10.13 Authority. The undersigned hereby represents and warrants that he or she has

authority to execute and deliver this Agreement on behalf of Consultant.

11. Information Security Incident Reporting and Response. Consultant shall immediately report any known or suspected Information Security Incident involving County data, County systems, or Consultant systems used to provide services under this Agreement. "Information Security Incident" includes, but is not limited to, virus or worm attacks, unauthorized access, actual or suspected loss, disclosure, alteration, destruction, or compromise of confidential information, personal information, or electronic protected health information ("ePHI"), and any material system vulnerability affecting the security, confidentiality, or integrity of County information. Consultant shall provide initial notice to County without unreasonable delay, and in no event later than twenty-four (24) hours after discovery of the Information Security Incident, to the County-designated contract manager, Information Security Representative, and any other County contacts designated by County. Consultant shall promptly supplement such notice as additional information becomes available. Consultant shall maintain and follow a current documented incident response plan for reporting, responding to, recovering from, and preventing recurrence of Information Security Incidents. Consultant's incident response procedures shall include, at a minimum:
    a. Collection, preservation, and protection of evidence, including maintenance of an appropriate chain-of-custody;
    b. Documentation of Information Security Incidents and response activities;
    c. Prompt implementation of remediation and mitigation strategies;
    d. Notification and coordination with County regarding any incident involving actual or suspected loss or disclosure of personal information or ePHI;
    e. Reporting to Consultant's designated security personnel and cooperation with County's Chief Information Security Officer ("CISO") or authorized designee;
    f. Identification and implementation of corrective actions and lessons learned to prevent recurrence.

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

13. 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.

14. 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:

Sonoma County Executive's Office. Strategic Initiatives
ATTN: Katharine Gabor, Climate Analyst
575 Administration Drive, Suite 104A
Santa Rosa, CA 95403
707-565-2431
Katharine.Gabor@sonomacounty.gov

TO: CONSULTANT:

Wuuii, Inc.
ATTN: Ivan O'Neill, CEO
548 Market Street, Suite 83538
San Francisco, CA 94104
707-926-3653
ivan@wuuii.com

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

15. Miscellaneous Provisions.

15.1 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.

15.2 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.

15.3 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.

15.4 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.

15.5 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.

15.6 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.

15.7 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.

15.8. 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.

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

15.10. 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		**COUNTY OF SONOMA**	
Wuuii,Inc.			
Signed:	[redacted]	Signed:	
Name	Ivan O'Neill	Name	
Title:	Chief Executive Officer	Title:	County Executive Officer, or designee
Date:	Jun 2, 2026	Date:	
			APPROVED AS TO FORM FOR COUNTY
		Signed:	[redacted]
		Name:	Cory ODonnell
		Title:	County Counsel
		Date:	Jun 3, 2026

Exhibit A - Scope of Work

Task 0: Meetings and progress reports
Consultant will coordinate with County lead to organize a 4-hour hybrid (in-person and remote) kickoff meeting with key County leaders and department leads, and GIS leads at a County-provided location to review and verify key project elements as soon as practical. Topics to be discussed include:

- Introductions of all project stakeholders
- Identification of key County project partners and leads for each department
- Establishing communication channels
- Reviewing the scope and data sources for Task 2 and subsequent tasks
- Review of the project timeline
- Identify requirements for deliverables, including formats and transfer mechanisms

Consultant will provide meeting notes from the kickoff meeting that includes a summary of the discussion, requirements, follow-up items, and next steps to the County project lead. Consultant will also schedule recurring meetings and check-ins and provide monthly progress reports and deliverables.

Deliverables

- Kickoff meeting summary, follow-up items, and next steps
- Calendar regular check-ins
- Monthly progress reports

Task 1: Project initiation and work plan
Shortly after the kickoff meeting, Consultant will develop a detailed project work plan with a timeline, milestones, and communication protocols. Consultant will provide the County with a list of data needs and confirm the roles and responsibilities discussed during the kickoff meeting
to ensure timely and accurate communication.

Deliverables

- Project work plan
- List of data needs
- Written communication identifying project roles and responsibilities

Task 2: Review of climate and wildfire conditions
Consultant will build on existing data sources available for Sonoma County and work with County of Sonoma staff to incorporate additional data sources to provide expected site-specific climate and wildfire hazard conditions. This will inform the prioritization of sites and structures to be assessed in Task 3 and potentially the adaptation actions in Task 4.

Data sources and Inputs
Key data sources and inputs for this task include the data listed below. Additional relevant, ready to use, datasets may be added as appropriate for prioritization and analysis. The source (Sonoma County GIS Team or publicly available with link) is noted. Consultant will require data/support from County of Sonoma staff for datasets noted below**.** The goal is to work within the existing framework and data availability of Sonoma County to reduce unnecessary or redundant data manipulation and management-the data request
below will be modified as appropriate and efficient with consultation of the Sonoma County GIS Team.

Data Requested from the Sonoma County GIS Team

- Parcel data (GIS) for parcels with ~400 county facilities in scope for this project.

- Structure locations (This data can be derived from the Microsoft Structure Layer- https://www.arcgis.com/home/item.html?id=bb69f10baf334d4c935a0fb23d758f38 combined with the parcel data above, **or** if available provided by Sonoma County GIS Team
- *If available, whether structures above are currently in use, vacant, or considered abandoned or surplus property.
- Replacement cost for any county owned structures, facilities, and contents; if this data is unavailable these values will be roughly estimated using local cost/square foot estimates.
- Critical infrastructure type classification -Consultant will use Sonoma County definitions and/or standard Cybersecurity and Infrastructure Security Agency (CISA) definitions https://www.cisa.gov/topics/critical-infrastructure-security-and-resilience/critical-infrastructure-sectors.
- Locations of structures and facilities associated with schools, hospitals, airports, fire stations, police stations, community centers, and other important public buildings if not formally defined as critical infrastructure above.
- Locations of past, planned, and potential fuel treatment/wildfire mitigation project locations. This includes data, as available, from Appendix A (Current CWPP Project List, Figure 26) in the approved Sonoma County CWPP, which lists several wildfire mitigation projects.

Publicly Available Data

- Additional completed wildfire mitigation treatments will be derived from publicly available data at https://wildfiretaskforce.org/treatment-dashboard/
- Vegetation and related data (Publicly available at https://sonomavegmap.org/ and https://landfire.gov/)
- Historical wildfire occurrence and severity (Publicly available at https://www.mtbs.gov/ and https://www.fire.ca.gov/what-we-do/fire-resource-assessment-program/fire-perimeters)
- Current wildfire hazard and exposure
    - Sonoma County Wildfire Risk Index (Publicly available at https://sonoma-county-cwpp-hub-site-sonomacounty.hub.arcgis.com/maps/1995446ea9054a2eb45c9dca41be167a/explore?location=38.480893%2C-122.941150%2C10)
    - Sonoma County Ember Load Index (Publicly available at https://sonoma-county-cwpp-hub-site-sonomacounty.hub.arcgis.com/maps/sonomacounty::sonoma-county-ember-load-index-1-mile/explore?location=38.462797%2C-122.883562%2C10&path=)
    - Can potentially include fire hazard, fuel models, vegetation type, canopy cover, and topographic variables at high (sub-30-meter) resolution where it can improve hazard estimates or mitigation assessments
- Climate and weather drivers (all data publicly available at https://cmip5.cal-adapt.org/)
    - Historical climate normals
    - Drought indices
    - Extreme heat, wind, and red flag condition trends
- Projected climate change impacts (all data publicly available at https://cmip5.cal-adapt.org/)
    - Downscaled climate projections relevant to wildfire behavior (e.g., hotter, drier conditions, longer fire seasons)
    - Peer-reviewed regional climate assessments applicable to Sonoma County

To maintain continuity among plans, data will be sourced, or dataset will be used that are consistent with:

- Board of Supervisors' Strategic Plan
- County's Climate Resiliency Climate Action Plan

- Multi-Jurisdictional Hazard Mitigation Plan
- Community Wildfire Protection Plan
- Carbon Inventory and Potential Sequestration Study
- Climate Resilient Lands Strategy
- Berkeley Law- Center for Law, Energy & the Environment (CLEE) Report- *Priorities for Sonoma County's Wildfire Settlement Vegetation Management Funds*
- Regional Parks Climate Action and Resiliency Plan.

Integration with Asset Prioritization Analytical Approach

The analysis will focus on using the datasets noted above to help identify trends and drivers that materially affect asset (structures, facilities, and/or parcels) vulnerability to fire, rather than producing a generalized climate report. Key analytical steps include:

1. Trend Analysis
   - Evaluate changes over time in wildfire location, frequency, size, and seasonality.
   - Assess observed and projected climate trends that influence fire behavior (fuel aridity, extreme heat, wind events).
2. Risk Factor Synthesis
   - Identify primary wildfire risk factors relevant to County assets, including fuel conditions, topography, access constraints, and climate stressors
   - Highlight spatial patterns of elevated risk within Sonoma County that intersect with County-owned facilities and infrastructure.
     i. Assess asset (structure, facility and/or parcels) locations, current use (in use, vacant, abandoned, or surplus), and type (Critical, community, or economically important infrastructure.
     ii. Determine Wildfire Hazard Index (e.g., Sonoma County CWPP's very low to very high rating) for each asset of interest.
     iii. Assess proximity to past, in progress, or planned wildfire mitigation projects within 1,000 feet of each asset of interest.
3. Implications for Built Assets
   - Translate climate and wildfire trends into practical implications for defensible space, structure hardening, and operational continuity.
   - Identify conditions that increase exposure to ember cast, radiant heat, or direct flame contact.

The findings from Task 2 will be explicitly structured and assessed using GIS to support Task 4 and Task 5 by:

- Identifying risk multipliers (e.g., increasing fire weather severity, repeated burn areas, expanding WUI exposure).
- Informing ranking factors used in adaptation prioritization, such as:
  - Likelihood of wildfire exposure
  - Expected severity of fire behavior
  - Critical infrastructure, community infrastructure, and economic importance
  - Potential to facilitate structure protection by fire engines, air resources, or firefighting hand crews during a major wildfire event using onsite or nearby vegetation management projects focused on wildfire mitigation
  - Long-term climate-driven escalation of risk
  - Relative ease or time needed to replace an asset relative to its current use if it is damaged or destroyed in a wildfire. For example, a water treatment facility or school is much more difficult to replace than a storage facility or park restroom.
  - Asset and content replacement cost ($) if damaged or destroyed by wildfire

    - Other values (e.g., cultural, historical)
- Providing County staff with a shared, evidence-based understanding of why certain assets face higher relative wildfire vulnerability.

Deliverables

- Document with the methodological approach used to analyze the sites and interpretation of the results, a GIS layer, and a spreadsheet of ~400 County sites with their current wildfire exposure, replacement cost, and other rankings.
- Maps and corresponding shapefile of future wildfire exposures based on known climatic trends

Task 3: Site-specific defensible space and structure hardening assessments
Informed by the climate and wildfire conditions identified in Task 2, Consultant resources will conduct structure hardening and defensible space assessments using Consultant's Collect software platform.

Protocol
Resources will assess structures and their surroundings following a blended version of the IBHS Wildfire Prepared Home technical standard, IBHS's guidance for commercial structures, and CA PRC 4291 with a focus on vulnerabilities to ember and direct flame impingement exposures that are most cost effective to retrofit.

The following features and their materials and condition will be assessed for all structures:

- Structure ignition zone
    - Roof
    - Gutter and cleanliness/presence of gutter covers
    - Vents (if present), including roof, foundation, and dryer and screen mesh size
    - Siding with a focus on noncombustible vertical clearance between combustible siding and the ground or other horizontal interfaces
    - Eave, enclosure, and presence of gaps in the blocking between rafter tails
    - Doors and their materials and glazing
    - Windows and skylights and their glazing and frames
    - Decking, vertical clearance to ground, presence of screening
    - HVAC and electrical systems
    - Utility service points
    - Loading / Storage areas
- Defensible space (5-30ft)
    - Combustible items stored on, underneath, or within five feet of structures
    - Accessory structures and their features
    - Fences and retaining walls
    - Vegetation (grass, shrubs, trees) and their spacing and maintenance
    - Propane or fuel tanks
- Fire suppression resources (on site)
    - Water hydrants/standpipes and their fitting sizes and markings
    - Water storage (e.g., tanks, pools) and their capacities and maintenance/availability to first responders
- Access for evacuation and first responder access
    - Address signage
    - Roadway clearance (vertical and horizontal)
    - Roadway turnarounds for fire apparatus
    - Bridges

- Vehicle access gates

With County's approval, Consultant will also assess features (e.g., vegetation, accessory structures) on County-owned assets that are within the defensible space of neighboring homes and businesses and pose a threat to the County's neighbors.
Observations will generally include at least one photo of each feature to provide visual documentation and a ready-to-quote scope of work with counts of features and measurements that enable adaptations to be easily copy and pasted into a subsequent RFP (e.g., 38 attic vents require 1/8 in metal mesh screening, 1000 sq ft of shrubs within 5 ft of structure require removal + replacement with rock mulch).

Consultant will provide expected budget-level estimated (e.g., +/- 20%) pricing for each treatment option based on Consultant's experience managing adaptation projects.

Consultant will email draft reports to project manager and other designated County staff, and the County will have two weeks to review and provide comments. Consultant will aim to provide final reports within one week after receipt of comments.

Deliverables

- Assessment reports for each structure/site
- Roll-up by department

Task 4: Prioritization of adaptation actions
Consultant will update the Task 2 deliverables with adaptation actions, meet once with County staff to review the prioritization of adaptation actions, incorporate County feedback into the reports, and provide Task 4 deliverables.

County staff will have at least two weeks to review and provide feedback.

Deliverables

- Updated Task 2 spreadsheet deliverable with:
  - Links to site-specific assessment reports with treatment plan of prioritized adaptation actions
  - Column with estimated cost of mitigating site/structure to mitigate ember and direct flame impingement exposures (i.e., consistent with IBHS Wildfire Prepared Home Base level)

Task 5: Mapping of building and asset vulnerabilities
Consultant will provide County with copies of all data from Tasks 2-4 to enable County staff to organize and ingest building and asset vulnerability data into the County's Esri ArcGIS software. County staff will have two weeks to review and request modifications.

Deliverables

- New layers created by Consultant as part of Task 2 in ESRI GIS compatible format (all data will be delivered to Sonoma County for its unrestricted use)
- All assessment data compressed in ZIP format and posted to a secure cloud storage location, including:
  - Flat file with one row per observation and columns that contain semicolon-separated relative paths to media for each observation
  - Observation media organized by relative path
  - Per-assessment JSON files
  - Per-assessment observation CSVs

- README file describing the structure and how to use the paths

Task 6: Final report and presentation
Consultant will prepare a draft final report and present to County project staff. The report will summarize:

- Methodology and approach
- Assessments and common themes
- Mapping products and outputs
- Prioritized recommendations based on the risk assessment in Tasks 2, 3, and 4

County staff will have two weeks to review and request modifications.

Consultant will be available through the duration of the contract to support a presentation to the Board of Supervisors, as needed.

Deliverables

- Final summary report
- Compiled supporting documentation from Tasks 2-5.

Work schedule

Work schedule will be updated upon contract award to align with the actual contract award and the County's availability for kickoff meeting.

Date	Weeks	Activity
April 20, 2026		Board of Supervisors awards contract
April 27, 2026	1	Kickoff meeting with County project personnel •Identify points of contact •Schedule weekly meetings •Review requirements and update, as appropriate •Review work schedule and timelines •Discuss risk assessments and standards **Milestone completed:** Task 0 - Meetings and progress reports
May 4, 2026	1	Consultant provide detailed project work plan with timeline, milestones, and communication protocols. **Milestone completed:** Task 1 - Project initiation and work plan
May 4, 2026	2	County provides data requested in Task 2.
July 27, 2026	12	Consultant analyzes historical, current, and projected wildfire and climate conditions in Sonoma County and summarize relevant trends and risk factors that may influence vulnerability of County-owned assets. **Draft deliverable for County review:** Consultant presents draft deliverables to County.
August 10, 2026	2	County reviews draft Task 2 deliverables and provides comments back to Consultant.
August 17, 2026	1	Consultant provide final Task 2 deliverables. OBJ **Milestone completed:** Task 2 - Review of climate and wildfire conditions
January 18, 2027	22	Consultant assesses structure hardening and defensible space for up to ~400 County-owned assets. Assume two mitigation specialists will assess 20 sites per week (two per day). **Draft deliverable for County review:** Consultant generates site reports and delivers to County staff as they are completed. County staff review and provide comments. **Final Task 3 deliverable**: Consultant provides final Task 3 reports. **Milestone completed:** Task 3 - Site-specific defensible space and structure hardening assessments
February 1, 2027	2	Consultant prioritizes adaptation actions informed by Task 2 and County staff. **Draft deliverable for County review:** Consultant prepares and delivers assessment GIS data and presents Task 4 draft report to County.

February 22, 2027	3	County provides feedback on Task 4 draft deliverables.
March 8, 2027	2	Consultant updates Task 4 deliverables and provides to County. **Draft deliverable for County review:** Consultant provide draft Task 5 and 6 deliverables to County for review. **Milestone completed:** Task 4 - Prioritization of adaptation actions
March 29, 2027	3	County provides feedback on Task 5 and 6 draft deliverables.
April 12, 2027	2	Consultant update Task 5 and 6 deliverables and provide to County. **Milestones completed:** •Task 5 - Mapping of building and asset vulnerabilities •Task 6 - Final report and presentation

Exhibit B - Cost of service

Component	Rate (per unit)	Quantity (units)	Total
Task 0 - Meetings and progress report			
Prepare and organize an initial kickoff meeting with County staff	$190	16	$3,040
Task 1 - Project initiation and work plan			
Develop a detailed project work plan with a timeline, milestones, and communication protocols	$190	24	$4,560
Task 2 - Review of climate and wildfire conditions			
Task oversight, coordination with County, QA/QC of technical content, alignment with Tasks 3–4	$185	15	$2,775
Review and interpret wildfire history, fire behavior drivers, climate trends and projections; synthesize implications for asset vulnerability	$185	50	$9,250
Compile and review wildfire hazard layers, fire history, fuels, and climate-related spatial data; support for trend interpretation	$170	30	$5,100
Task 3 - Site-specific defensible space and structure hardening assessments			
Conduct defensible space and structure hardening assessments (assume 4hrs for each site, with travel)	$750	400	$300,000
Wuuii Collect software license, usage, and maintenance	$0	400	$0
Task 4 - Prioritization of remediation actions			
Develop prioritization methodology, review with County staff, and update	$190	40	$7,600
Analyze and prioritize remediation actions across all sites assessed	$170	60	$10,200
Task 5: Mapping of building and asset vulnerabilities			
Organize building and asset vulnerability data into a format that can be ingested into the County's Esri ArcGIS software	$170	40	$6,800

Task 6: Final report and presentation					
	Prepare, present, and update final report	$190		40	$7,600
				Total	$356,925

Assumptions

- County is able to provide any non-public datasets for Task 2 in a timely manner.
- As stated in RFP Addendum No 1, there are approximately 400 County-owned assets in scope for this project.
- Site access can be provided in a timely manner such that Consultant can complete all aspects of its work within a single visit.
- All sites that the County would like assessed are identified prior to beginning Task 3 to enable efficient routing and scheduling of Consultant's personnel such that they can complete two site assessments per day.
- Assessment cost shown is valid for up to five structures on a site with combined structure footprints of up to 7000 sq ft and defensible space features within 30ft of on-site structures. Sites with more structures or larger structure footprints or large sites with dispersed structures requiring more than 45 mins of travel between all structures (e.g., large regional parks with dispersed structures) may incur an additional charge.

Exhibit C – Artificial Intelligence Addendum

1. **Artificial Intelligence (AI)** means any technology, software, system, algorithm, or process that performs, assists with, or automates tasks that would otherwise require human intelligence. This includes, but is not limited to, technologies and methods involving machine learning, deep learning, neural networks, natural language processing, computer vision, robotics, expert systems, large language models, generative models, or other forms of automated decision-making, pattern recognition, content generation, or data-driven predictions, whether or not such technology or method is self-learning, adaptive, rules-based, or static.

2. Vendor shall not use any of Customer's data or data input by Customer for any purpose other than the performance of this agreement, including, but not limited to using Customer data to train AI or allowing AI to share or disclose Customer data with others. Customer retains ownership in all Data and owns all AI generated content produced during the Customer's use of the Software. All rights relating to the Data belong to Customer. If requested by Customer, Vendor shall destroy such Data and/or turn over the data to Customer.

3. Vendor shall maintain Data and all AI-generated data that may be generated from the Data in strict confidentiality, and shall not sell or share such data or any elements of such data with any third party.

4. Vendor shall indemnify, defend, and hold Customer harmless from and against any claims, damages, or liabilities, including reasonable legal fees, arising from any allegation that the Software, including any AI capabilities or AI-generated content, infringes or misappropriates any intellectual property or proprietary right of a third party. Vendor shall not settle any such claim without Customer's prior written consent. Any limitations of liability shall not apply to the aforementioned indemnification and defense obligations.

5. Vendor represents and warrants that: i) it has established and follows a documented process to evaluate, mitigate, and manage risks associated with the development or selection of AI incorporated into or integrated within the Software; ii) AI incorporated into or integrated with the Software will continue to be developed or selected in such a way that achieves and maintains a commercially reasonable level of data integrity, privacy, transparency, accuracy, robustness, human oversight, and cybersecurity; iii) it will promptly report to Customer any incidents and/or malfunctioning of the AI and/or Software that materially and adversely impacts performance, availability, security, or data integrity, and/or Data breach that occur within the Software or is reported by the third-party AI provider to Vendor; iv) and Vendor shall ensure that any third-party AI service providers it uses comply with the obligations set forth in this Agreement.

6. Vendor agrees to notify Customer at least ninety (90) days in advance before changing AI products or services, to allow Customer to evaluate and approve the use of new AI products or services with Customer Data. If the new AI product or service does not meet Customer's security, privacy, or legal standards, Vendor agrees to prevent the new AI from accessing Customer Data.

7. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles. The parties agree that any legal action or proceeding arising under or relating to this Agreement shall be brought exclusively in the state or federal courts located in the County of Sonoma, California, and the parties hereby consent to the personal jurisdiction and venue of such courts.

Exhibit D - Insurance Requirements

With respect to the performance of work under this Agreement, the Contractor shall maintain, and shall require all subcontractors, Contractors, and 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 termination or completion of this Agreement.

The County of Sonoma reserves the right, but has no obligation, to review any of the required insurance policies and endorsements. The County's failure to demand evidence of full compliance with these requirements, or failure to identify any deficiency in the provided insurance, shall not relieve the Contractor from, nor be construed as a waiver of, the obligation to maintain all required insurance at all times during the performance of this Agreement.

1. Workers' Compensation and Employers Liability Insurance

- **a.** Required if Contractor 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.** Waiver of Subrogation (when applicable) Where the Contractor's scope of work involves on-site, field-based, or other physical presence activities at County facilities or properties, the Contractor's Workers' Compensation policy shall be endorsed to waive the insurer's right of subrogation against the County of Sonoma, its officers, agents, and employees.
- **e.** *Required Evidence of Insurance:*

  ☐ Certificate of Insurance evidencing coverage meeting the above requirements.

If Contractor currently has no employees as defined by the Labor Code of the State of California, Contractor 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 written on an occurrence form, no less broad than ISO form CG 00 01 or equivalent. Coverage shall include premises and operations, products and completed operations, contractual liability, and personal and advertising injury.
- **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 satisfied by providing a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
- **c.** Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $100,000, that deductible or self-insured retention must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor 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 included as additional insureds for liability arising out of operations by or on behalf of the Contractor in the performance of this Agreement by endorsement or under policy language providing automatic coverage to any person or organization required by written contract to be an additional insured.
- **e.** The insurance provided to the additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by the County.
- **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 Contractor and include a "separation of insureds" or "severability" clause which treats each insured separately.

h. *Required Evidence of Insurance:*

☐ Certificate of Insurance evidencing coverage meeting the above requirements.

3. Automobile Liability Insurance

a. Minimum Limit: $1,000,000 combined single limit per accident. The required limits may be satisfied by providing a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.

b. Insurance shall cover all owned autos. If Contractor currently owns no autos, Contractor 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; or

☐ Copy of Auto Policy Declarations Page

4. Professional Liability/Errors and Omissions Insurance

a. Minimum Limit: $1,000,000 per claim or per occurrence. Coverage shall apply to liability arising out of the Contractor's professional acts, errors, or omissions in the performance of services under this Agreement

b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $100,000, that deductible or self-insured retention must be approved in advance by County.

c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.

d. 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.

e. *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 a reference sufficient to identify the Contractor's insurance coverage applicable to its work for the County (e.g., Contract number, project name, or program).

b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor 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: County Executive's Office-Strategic Initiatives
575 Administration Drive, Suite 104A, Santa Rosa, CA 95403

d. Required Evidence of Insurance shall be submitted upon renewal, replacement, or extension of any required policy, and in no event later than the effective date of such renewal, replacement, or extension.

e. Contractor 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

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

8. Material Breach

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

Wuuii Inc-Standard-Professional-Services-Agreement-6.1.2026

Final Audit Report 2026-06-03

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