

AGREEMENT FOR GRANT RESEARCHING AND WRITING SERVICES

This agreement ("Agreement"), dated as of August 15, 2021 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Engineering Solutions Services, Inc. (hereinafter "Consultant").

R E C I T A L S

WHEREAS, Consultant represents that it is duly qualified and experienced in the preparation of grant researching, writing and related services; and

WHEREAS, in the judgment of the Board of Supervisors, it is necessary and desirable to employ the services of Consultant for identifying potential grant funding opportunities, writing and submitting proposals, providing staff training on grant writing, and providing coordination on multi-agency/multi-jurisdictional grant submissions.

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

I. Scope of Services.

1.1 Consultant's Specified Services.

Consultant shall perform the services described in Exhibit "A," attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibit "A" and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit "A", the provisions in the body of this Agreement shall control.

1.2 Cooperation With County. Consultant shall cooperate with County and County staff in the performance of all work hereunder.

1.3 Performance Standard. Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Consultant's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with County to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is

satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

- a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from County.
- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.
- c. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

2. Payment.

For all services and incidental costs required hereunder, Consultant shall be paid in accordance with the following terms:

Consultant shall be paid on a time and material/expense basis in accordance with the budget set forth below, provided, however, that total payments to Consultant shall not exceed \$100,000 annually, without the prior written approval of County. Expenses not expressly authorized by the Agreement shall not be reimbursed.

Fee Schedule	
Discipline	Hourly Rate
Project Manager/Senior Emergency Manager	\$150
Grant Writer/Project Engineer/Emergency Manager Specialist	\$140
Project Engineer/Support Lead/Environmental Specialist	\$120
CADD Operator/Grant Support	\$110
Clerical	\$63
Technical Experts/FEMA-CalOES	\$155-\$170

All services shall be on as-needed basis only, as determined and tasked by County in County's sole discretion. No amount of services are guaranteed, and no exclusive rights are granted hereby.

Reimbursable costs for transportation:

All transportation will be approved in writing by the County prior to the transportation taking place. Mileage costs will be reimbursed at the current IRS rate. Airfare submitted for reimbursement must be coach. Compact or sub-compact car rentals may be reimbursed for up to \$60 a day and lodging may be reimbursed for up to \$200 per day.

Invoices/Payments:

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.

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.

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

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

Compensation Changes:

Upon not less than 30 days prior written notice and approval by the County Administrator, Consultant may change the monthly and hourly rates up to a maximum of three percent (3%) per year, commencing one year from date of execution of this Agreement and not more than once every 12 months thereafter. The County Administrator's approval, although not guaranteed, will be determined based upon the annual change in the Bay Area Consumer Price Index and Consultant's demonstrated increased costs for doing business.

3. Term of Agreement. The term of this Agreement shall be from August 15, 2021 to August 15, 2024, unless terminated earlier in accordance with the provisions of Article 4 below.

Notwithstanding the foregoing, County and Consultant may agree to extend the term of the Agreement for two (2) additional one-year periods by executing an amendment to this Agreement. Such extension and amendment shall be approved by the Department Head.

4. Termination.

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

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

4.3 Delivery of Work Product and Final Payment Upon Termination.

In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to County all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

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

4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or County Administrator, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification. Consultant agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Consultant's or its agents', employees', contractors', subcontractors', or invitees'.

performance or obligations under this Agreement. Consultant's obligations under this Section apply whether or not there is concurrent or contributory negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

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

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

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

9. Representations of Consultant.

9.1 Standard of Care. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by County shall not operate as a waiver or release.

9.2 Status of Consultant. The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of

County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 No Suspension or Debarment. Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Consultant becomes debarred, consultant has the obligation to inform the County

9.4 Taxes. Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish County with proof of payment of taxes on these earnings.

9.5 Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

9.6 Conflict of Interest. Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Consultant's or such other person's financial interests.

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

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

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

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

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

9.11 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Consultant may retain copies of the above- described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

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

10. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds

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

11. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY:

Jennifer Larocque
Jennifer.Larocque@sonoma-county.org
575 Administration Drive
Suite 104A
Santa Rosa, CA 95403

TO: CONSULTANT:

Sudi Shoja
sudi@engineeringsolutionservices.net
23232 Peralta Drive, Suite 112
Laguna Hills, CA, 92653

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

13. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

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

CONSULTANT: ENGINEERING
SOLUTION SERVICES

By: *Sudi Shoja*
Sudi Shoja (Sep 30, 2021 21:48 PDT)

Name: Sudi Shoja

Title: Principal

Date: Sep 30, 2021

COUNTY: COUNTY OF SONOMA

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

By: *Jennifer Larocque*
Jennifer Larocque, Administrative
Analyst III

Date: Oct 1, 2021

APPROVED AS TO FORM FOR COUNTY:

By: *Jeremy Fonseca*
Jeremy Fonseca (Oct 1, 2021 08:44 PDT)
County Counsel

Date: Oct 1, 2021

EXECUTED BY:

By: *Sheryl Bratton*
Sheryl Bratton, County Administrator

Date: Oct 1, 2021

By: _____
Chair, Board of Supervisors

Date: _____

ATTEST:

Clerk of the Board of
Supervisors

EXHIBIT A: SCOPE OF WORK



Project Approach and Work Schedule

Understanding and Methodology

ESS has reviewed the County's Five-Year Strategic Plan and we have identified many of the projects as being competitive for funding in the current funding environment such as the following potential sources:

Funding Entity	Project Types
HUD & HCD	Competitive & Formulaic Low-Income/Affordable Housing, Multi-Family Housing
EPA	Environmental Justice, Habitat Protection and Stormwater
FEMA/CalOES	American Rescue Plan Act (ARPA), COVID-19 Relief, Flooding, Generators, Security, Fire Station Improvements, Seismic Retrofit, Sea Level Rise, Climate Change, and Emergency Management
Community Project Fund	Sand Replenishment, Trails, and One-time Projects
FHWA, Sonoma County Transit Authority, AQMD	ATP, HSIP, LPP, and Traffic Signal Synchronization
California Energy Commission (CEC) / AQMD, MSRC, LWCF	Trail Projects and GHG Reduction
SWRCB	Water Quality, Water and Wastewater, and Energy Efficiency, Recycled Water
BOR	Drought Resiliency, Water Energy Efficiency, Demonstration Projects, Conservancy, Hydropower, and Water Recycling
Propositions 1, 50, and 68 , LWCF	Parks, Sand Replenishment, Waterways, Water Quality, Environmental Enhancements, Groundwater, Urban Greening, and Stormwater
California Public Utilities Commission (CPUC), AQMD	Lighting, and Other Energy Efficiency
Department of Fish and Wildlife (DFW)	Environmental Protection and Restoration
Department of Transportation (DOT) / California Department of Transportation (Caltrans), Cap-and-trade	Transit, Energy Efficiency, and GHG Reduction

The ESS team believes in a full-circle approach to obtaining grant funding. This approach and the methodology behind it will encompass all of the areas of the grant writing and management services.

The four main components of this process include: Develop Funding Strategy, Assist the County in Applying for Grants, Grant Compliance Management and Staff Training. In addition, we are available to provide Grant Support Services to assist the County to meet the grant guideline requirements. These components are required for continued success in grant awards and are discussed further below.



1. Develop Funding Strategy:

- Conduct funding research to identify grant resources including but not limited to federal, state, and local agencies, as well as private foundations that fund municipalities for opportunities that match a specific County project or program, the County's strategic goals and CIP
- Research grant opportunities identified by the County
- Provide the County with a summary of potential funding opportunities relevant to its needs on monthly basis
- Identify the gaps, studies required and opportunities to position the County for higher ranking when applying for grants

2. Technical Grant Writing Assistance:

- Provide grant summaries and participate in meetings to identify potential projects for funding opportunities
- Evaluation of projects to determine ranking for award in order to assist the County in the determination of the grant pursuit and return on investment
- Develop timelines and checklists to ensure timely grant completion and submission
- Compose grant proposals on behalf of the County as directed, including all technical sections, preparation of budget and schedule, preparation of exhibits such as graphs and schematics, drafting support letters and compiling demographic data and other necessary items for grant applications
- Submit the draft application for County review and provide a final copy with all attachments
- Grant submission on behalf of the County

3. Grant Compliance Management:

- Review the draft award agreements to identify all the general and specific requirements
- Assist the County with the preparation and submittal of post-award reports and reimbursements that are required under the terms of the grant
- Track grant requirements such as Disadvantage Business Enterprise (DBE) Requirements, perform American Iron and Steel (AIS) certification process, monitor Davis Bacon Labor compliance requirements
- Participation in regulatory audit sessions

4. Staff Training:

- Evaluation of in-house resources
- Training for grant identification based on special needs of each County department
- Grant evaluation and ranking for award and bid/no-bid decision process
- Preparation of benefit cost analysis and technical writing for grants
- Grant submittal platforms
- Grant compliance considerations
- Evaluation of the process upon completion of a grant application
- Annual training sessions customized to address department needs

Added Value: Grant Support Services:

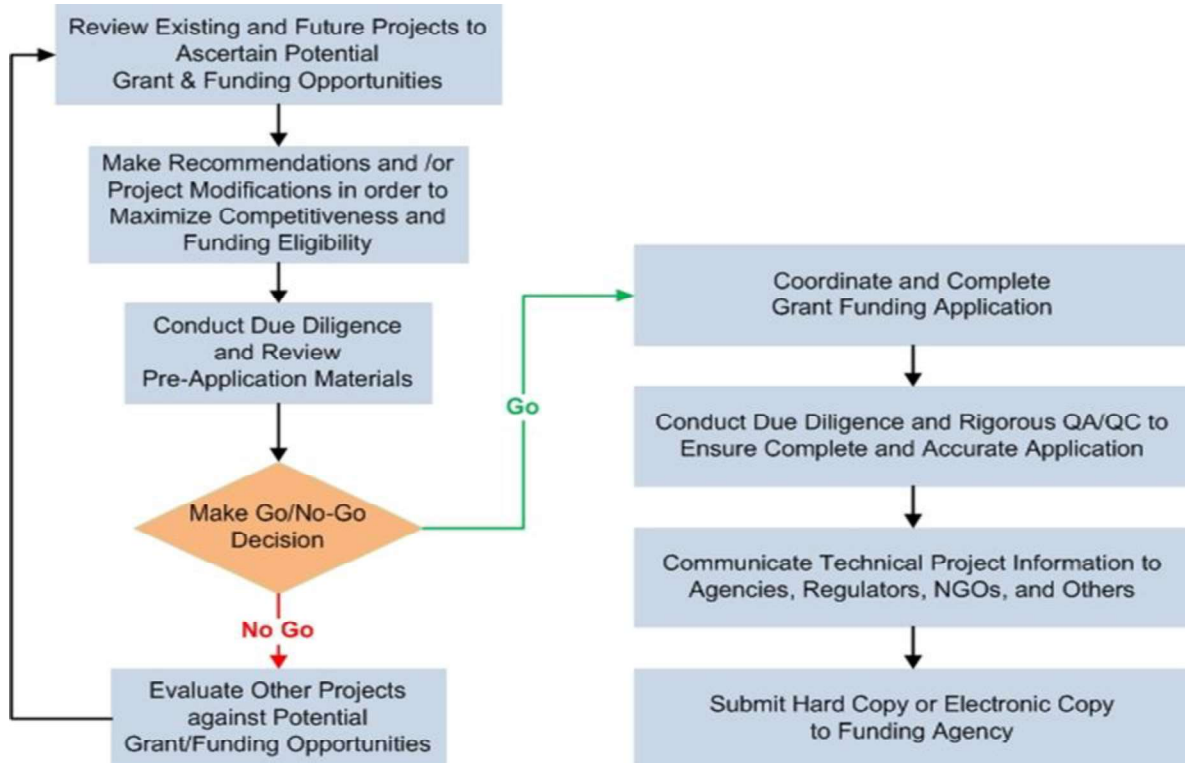


- Provide design review and prepare specification sections to meet the terms of grant agreement and guidelines
- Assist in preparation of required California Environmental quality Act (CEQA)
- Prepare technical documents to support the grant applications and/or prepare RFPs to meet grant guidelines
- Prepare resolutions and staff reports on an as-needed basis and following the County's preferred style

1. Develop Funding Strategy

ESS team members keep up to date with the available Federal and State funding alternatives for many types of grants. Our team members belong to various work groups, and we follow the federal funding and the State Surplus funding allocations very closely. We attend various funding fairs, participate in providing input to guidelines for funding opportunities, and are subscribed to receive notices on available funding. Additionally, ESS monitors Federal and State grant websites for recently released and upcoming funding opportunities. ESS compiles all information as it is received into an internal Master Grant matrix which we utilize when matching funding opportunities with the County's projects.

The complex and elaborate process of obtaining funding can delay the County's ability to act. Our comprehensive knowledge of the funding process helps us conceptualize and develop an appropriate action plan, thereby maximizing success. We will identify eligibility requirements, likely availability of funding, terms, conditions, evaluation criteria and other key parameters. Our step-by-step process to a successful application is shown in the following flow chart:





In one example of a successful utility project, the technical application for the \$103 million project received no comments and was approved in record time.

The ESS team specializes in a variety of infrastructure, transportation, and housing related funding, from application to compliance: ATP, SB-1 LPP, SB-1 SCCP, HSIP, RTP, Propositions 1, 13, 50, 68, 84, HCD/HUD, funding for brownfields and remedial services, LWCF, OCTA Measure M, Community Project Funds, CARB, TIRCP, AQMD, FEMA BRIC, PDM & FMA & HMGP, Cap and Trade, GHG Reduction Funds, Title XVI, GPR, Diesel Emission Reduction Act, SRF, SWRCB, DWR, Local Resources Program and Water Reuse/Recycled Water Retrofit Pilot Program, WIFIA, Recycled Asphalt Concrete, Urban Greening, Urban Stormwater and Waterways

Improvement Program, Coastal Conservancy, Watershed Management grants, and many other grants from public & private sources.

Established Relationships with Funding Agencies

We understand that truly **successful grant funding consists of two-thirds planning and one-third writing**. With that in mind, we pride ourselves in our close relationships with funding agencies. Those relationships, plus appropriate and meticulous planning, allow us to obtain key information about the successful awarding of grant funds. A tactic to ensure this strategy's success is to identify opportunities for in-person meetings with the funding agency when creating the Work Plan Structure (WPS).

One of the strategies we may wish to explore is for the County to consider presenting the priority projects to various government and private foundation funding agencies. Using this approach allows us to learn about the priorities of the funding agencies, obtain tips regarding the application and ask focused questions to help write our grant proposal. This also offers the funding managers the opportunity to speak directly with County staff and learning more about the project.

- When applying for EPA stormwater grants, ESS arranged a conference call to discuss the priority projects for Coachella Valley Water District (CVWD) and received key input. Projects were selected for \$50 million funding.
- ESS was aware of the additional grant funding available to the State Water Resources Board and as such has aligned the submittal of its applications such that they will be well ahead of the competition and receive the due attention.

Identification of Funding Sources for Sonoma County Projects

Once a Notice to Proceed has been identified, Sudi will arrange a kick-off meeting with the County and appropriate members of ESS team based on the types of projects. Sudi will serve as the Project Director and point of contact for this contract. She will assign task managers and grant writers if multiple pursuits are considered to best meet the funding application deadlines.

ESS team members keep up to date with the funding propositions, attend webinars and review guidelines for federal, state and local funding opportunities for many types of grants, including water and sewer projects, street improvements, facility improvement, parks projects, sustainability, active transportation, energy savings and climate change projects.

In addition, the ESS team is well positioned to provide additional funding resources for Sonoma County that are often overlooked such as FEMA grants. One of the sources often not considered by cities are the possibility of funding from FEMA and CalOES for sustainability and climate change projects. As an



Proposal to Provide Grant Writer Services and Grant Locator Services

approved Safety Assessment Program Trainer for CalOES and a national presenter for FEMA, Sudi has deep relationships with FEMA personnel.

We will use our extensive experience to match the County's projects with the available funding options, then we will develop a matrix of all potential funding alternatives specifically to match the County's projects that will serve as a tool for the project team and the County staff to use.

We will evaluate the projects, review eligibility and potential project ranking and success for award, and provide recommendations to the Project Manager, so that all relevant information is easily available to choose which grants to pursue.

- ESS identified qualified projects for the City of Belvedere and San Bernardino Municipal Water Department (SBMWD) which were approved by CalOES and recommended to FEMA for funding to cover 75% of the cost of the projects.
- ESS's analysis of the unfunded plans of a project for the City of Palm Springs allowed us to recommend alternative grant opportunities that resulted in submittal of two additional successful grant applications, with \$5.1 million awarded.
- Review of City of Downey CIP program and unfunded list of projects, resulted in identification of two grant programs for the City for up to \$5.2 million in funding.

Deliverable(s):

- Funding Matrix identifying all available funding specifically to match the County's projects within two weeks from our initial meeting, updated on monthly basis or as directed by the County with specific lists for each department.
- Project rankings for specific grants once the finalized grant guidelines have been published.

2. Assist Sonoma County in Applying for Successful Grants

ESS understands that service needs will vary over the course of this contract depending on the type of grant and the number of simultaneous pursuits and the ideal schedule for improvement projects. With that in mind, the ESS project team is committed and has the capacity to work quickly on urgent, high-priority matters, and it can add depth as needed to fulfill needs.

Implementation Plan and Guideline Development

Once a funding source and a pursuit have been identified, we will arrange for a meeting and will arrive with a WPS, which is a matrix of the fund parameters. ESS prepares a WPS for all funding pursuits based on the detailed analysis of the Notice of Funding Opportunity (NOFO). The WPS identifies detailed grant fund requirements and populating the matrix will help identify the necessary documents and resources and areas of responsibilities between team members and internal deadlines. It will also allow us to identify the timelines and the responsible parties and all items needed from the County.

The WPS will also serve as a tool for both County staff and ESS team members to track the project progress and alignment with the funding. When developing the WPS, **ESS will also note the implementation constraints** that may have an impact on selection of the project elements. ESS will work with the County's Project Manager to identify solutions and/or assist with reprioritization of the grant applications to meet the requirements. As shown below, WPS is organized for clarification and is an invaluable reference tool that is used throughout every project. Topics commonly included are:



Proposal to Provide Grant Writer Services and Grant Locator Services

- Eligibility criteria
- Budget needs & matching funds
- Project programming requirements
- Resolutions and approval letters required from County's Board of Directors
- Technical reports: Benefit Cost Analysis, Environmental Reports, Life Cycle Analysis
- Project readiness: CEQA status, Feasibility studies, Project design reports
- Support documentations: certifications, forms, project reports
- Submittal checklist: all forms and other requirements of the funding source
- Maps and pictures
- Evaluation criteria
- Submittal requirements

Item A2:H3		Requirements	BY	Schedule
1.0 Introduction				
3.0 General Reporting				
3.2	Project Description Template	Project sponsors must provide descriptive information on the proposed Small Starts project and the regional public transportation system. FTA uses the information in the Project Description Template to understand the project and to establish a database of project characteristics and local contact information. All Small Starts project sponsors must submit	ESS	Week 1
3.3.1	Project Identification	2-3 sentences on the essential characteristics of the proposed project (location, length, termini, number of stations, hours of service and frequency by time period)		Week 1
3.3.5	Purpose of the Project	Succinctly describe the specific ways that the proposed major transit investment will address the problems identified in the corridor.		Week 1
3.3.6	Merits of the Project	Describe how the project addresses the Purpose for the Project more effectively compared to other alternatives		week 1 -2
3.4	Project Maps	Electronic maps must be submitted for inclusion in Annual Report on Funding Recommendations and/or posting on FTA website. Maps should be 8.5x11 and be able to be copied in grey scale. Typical orientation for N/S is portrait and E/W is landscape.		Week 1
3.4.3	Map Details: Stations	Stations included in the project, marked in a distinguishable manner from existing transit stations and labeled. Stations with park & ride facilities should be further distinguished from others, either via markings or labels.	ESS	Week 1
3.4.9	Map Details: Legend	A legend, scale and compass.	ESS	Week 1

Deliverable(s):

- Work Plan Structure for the identified grant pursuit including items needed from the County.

Targeted Approach for Maximum Scoring on Evaluation Criteria

The first step for our targeted approach is to develop a full understanding of the project elements, project milestones, and available project reports. We will also study the previously awarded projects from the funding agency and learn about the key points that may be overlooked due to their simplicity. In developing the WPS, we will identify the primary and secondary evaluation criteria to help highlight the project strengths. We will work closely with the County's Project Manager to identify the potential gaps, analyze alternatives, and recommend resolutions to minimize their impact. With this approach, ESS has added value for our clients:

- ESS recommended re-strategizing of funding pursuits for four projects for the City of Santa Ana resulted in identification of additional \$10 million in grants.
- Redefining a project for County of Orange resulted in submittal of two successful applications and an additional \$1.2 million in HSIP grant award.
- Review of City of Commerce projects, resulted in changing the scope of work and a successful award of more than \$1 million.
- Detailed evaluation of the grants has enabled us to advise the agencies if the project is not competitive and therefore resulted in cost savings by not preparing grant applications.



Quantitative Analysis and Technical Reports

Depending on the grant requirements, ESS will work with the County Project Manager to receive the available technical studies, environmental documents and plans and specifications. We will then use our highly technical team members to complete the technical write-up sections of the grants. As needed, and upon County's direction, we will be prepared to either perform additional technical research and analysis or supplement the effort.

The ESS engineering team has been directly responsible for implementation of various CIP programs for transportation and street improvements, water and sewer projects and facility management and will bring their expertise to articulate the technical information of the grants.

Our expert grant writers will review the project documents to highlight the project's strengths matching the grant goals to achieve maximum ranking of the application.

- ESS prepared a successful and highly technical grant application package for San Bernardino County Transportation Authority, providing detailed GHG reduction calculations, trip generation interpretations, and available technologies for alternative fuel that resulted in a \$30 million award in February 2018.

Budget Analysis and Construction Planning

The ESS team will assist the County in identifying qualifying information to meet grant requirements for budgeting and construction planning. Budgets demonstrate project flexibility and budget scalability to make the grant applications more attractive and create opportunities to apply again even after a successful application's award. Some areas of focus will include:

- Qualifying matching funds
- Budget scalability
- Scheduling details
- Implementation requirements for allocation purposes

Support Letters

Often, this aspect of a grant application is given only cursory attention and proves to be invaluable. At ESS, these potentially undervalued areas are key endorsements that ESS crafts in close cooperation with clients. ESS will recommend stakeholders to contact and will draft focus points that align with key ideas in the narrative and grant criteria so that support letters send strong, targeted messages.

WRITING-TO-WIN Approach

What sets us apart is that our **grant writers are licensed technical experts** in this industry and therefore have the ability to **convey complex project information** into the specific format of a grant application.

Using a targeted approach to analyze objectives and matching goals to opportunities provides us with the details we need for our writing-to-win approach. Once a funding strategy is in place, the next challenge is to create a winning application. ESS brings its proven track record in creating an application package that will stand out all others, highlighting the project's merit in full compliance with grant instructions and limitations.



Proposal to Provide Grant Writer Services and Grant Locator Services

Depending on the grant requirements, ESS will work with the County's Project Manager to receive and review the available technical studies, environmental documents and plans and specifications. Our highly experienced team members will complete the technical write-up sections of the grants. As needed, and upon the County's direction, we will be prepared to perform additional technical research and analysis to supplement the effort.

The ESS team will assist the County in identifying qualifying information to meet grant requirements for budgeting and construction planning **and create opportunities to apply again even after a successful application's award.**

ESS believes that impactful illustrations transform well-researched information into powerful persuasion. ESS has used the clarity of graphics and schematic drawings to highlight the client agency's expertise and vision.

- For a cap-and-trade grant to reduce GHG emissions, the executive summary was replaced with graphics highlighting projects features with a particular focus on the grant that resulted in a \$9 million award.
- ESS has been very successful in the submittal of FEMA grant applications, which require a high level of technical credibility and are considered very complex.
- For another project, ESS used an AQMD pollution map as a base and plotted all of the appropriate, completed energy-efficiency projects.
- FHWA asked Sudi Shoja for input and used the table format created by ESS in a grant application as a requirement for future cycles.

Grant Application Review and Approval Process

For every project, **ESS will assign a QA/QC manager**, which is an important factor of a successful grant application. We will use our internal grant checklist to ensure the application package is ready for submittal. This process will follow the WPS and an internal guide for editorial quality. In our experience, we will need two reviews from County Project Managers.

To ensure grant applications are completed efficiently, ESS will arrange a meeting with the County Project Manager to review an early draft of the grant application package, to answer questions, finalize the project budget, address schedule concerns and to further align the project with the grant goals and objectives. All final grant application packages will be submitted to the County for review and approval prior to submittal to the granting agency.

Deliverable(s):

- Draft grant application package for review
- Final grant application package for submittal
- Status report on grant applications submitted

Data Monitoring and Transfer

ESS has an established process for record keeping that has allowed us to maintain all the required information for over 60 clients. We will present our process and databases for County's approval and will customize it as needed to meet the County's needs. We also remain flexible to use and maintain the County's preferred methods.



Proposal to Provide Grant Writer Services and Grant Locator Services

ESS will maintain a user-friendly database of the County of Sonoma's relevant grant information and passwords in the event that the County wishes to change contractors. ESS will provide this database to the County to be shared with the newly selected contractor.

Deliverable(s):

- Develop and maintain a database with relevant project information and login credentials

Technology

Many agencies have online grant submittal and management tools, including the DWR Bond Management System (BMS), California DWR's Grants Review and Tracking System (GRanTS), the State Water Resources Control Board's Financial Assistance Application Submittal Tool (FAAST), FEMA's online platform FEMA GO, the federal government's grants website (grants.gov), California State Parks grants through Online Grants Application (OLGA) portal, the online submittal platforms for HSIP and ATP, and others.

BMS	GRanTS	FAAST	FEMA GO	Grants.gov	OLGA	HSIP/ATP
✓	✓	✓	✓	✓	✓	✓

Accountability

Simply put, we take ownership of our work. The ESS team is built on the principles of performing high quality work where the principals are directly involved and accountable for the projects we submit. Taken together, with transparency and cooperation between ESS and our clients, this overall approach to grant-writing contract projects have helped ensure our clients' success.

3. Staff Training

ESS staff has had experience in training and developing grant writing programs for agencies to apply for and comply with various funding sources. Our team members experience in training, coupled with our established processes will provide the County staff members with a proven approach to successful funding pursuits.

ESS will work with the appropriate County staff to develop a program to best fit the County's grant development capacity aspirations that will include the following:

- Evaluation of in-house resources
- Training for grant identification based on special needs of each County department.
- Grant evaluation and ranking for award and bid/no-bid decision process
- Preparation of benefit cost analysis and technical writing for grants
- Grant submittal platforms
- Grant compliance considerations and requirements
- Annual training sessions customized to address department needs

ESS will work with the County to provide quality grant applications, assist County personnel to improve proposal and technical writing abilities, and provide general training for new County staff members. We will also hold a review session after each grant proposal has been completed to answer questions and receive feedback from your staff. We will use their input in designing our next sessions.



Proposal to Provide Grant Writer Services and Grant Locator Services

- ESS is comprised of CalOES SAP instructors who have taught over 1000 SAP applicants.
- ESS team members have been training staff in many agencies such as Caltrans, various water districts, and cities.

Deliverable(s):

- Curriculum for staff grant writing training.
- Administer grant writing courses for appropriate County personnel. Initial training shall be held before November 1, 2021.
- Annual training sessions

4. Grant Compliance and Administrative Management Services

ESS will work with the County project manager and finance departments to streamline the grant compliance requirements early on so that we will be prepared for stress-free audit sessions. ESS will also complete our in-house pre-audit checklists and prepare handouts and folders for agency reviews. The following are a few examples of ESS's success in grant compliance work:

- ESS has been providing successful grant compliance on a \$280 million project that consists of more than 11 different funding sources.
- ESS was complimented by the auditors for its efforts on the compliance-monitoring and reimbursement services for City of Palm Springs' \$29 million wastewater treatment project.

Liaison between County and Funding Agencies: ESS will coordinate with funding agencies and County's Project Manager on project delivery, the County's Attorney for preparation of funding agreements, and coordinating with the County on preparing disbursement requests and quarterly reports.

Cost Recovery ESS will be able to recover majority of its cost of grant compliance and oversight on several grants such as those by EPA and FEMA.

Deliverable(s):

- Attend scheduled project development meetings
- Support community relations and preparation of informational materials

Contract Management

With a team that has been responsible for budgeting, scheduling, and implementation of annual funds and projects for programs in municipal agencies, you can be sure that ESS will leverage that expertise in every area to ensure solid strategies, clear communication, and creativity that results in not just the most possible funding awarded, but also an enjoyable working relationship.

We value the opportunity to serve as your consultant and our commitment to exhibit an exceptional level of transparency, ethics, and customer service is reflected in our client's testimonials listed earlier in this proposal. Also included in this commitment is our pledge to solicit feedback regularly from our clients to improve our services.

As indicated above, we will use the following methods to ensure we have solicited and utilized views of our internal and external clients:



1. Monthly Reports

ESS will prepare a draft Monthly Report for our first meeting with the County and will revise it based on the input received from County staff. The monthly report, in general will identify the following:

- Status of grant applications under development
- Submitted application details such as dollar amounts, submittal dates and expected notices of funding
- Action items and timelines for tasks needing completion
- Upcoming grant funding opportunities relevant to each project
- Updates on any legislative items or funding guidelines affecting County's funding strategy plan
- Contract control information, responsible party and items needed from the County

2. Grant meetings and issuance of meeting minutes

3. Clear and concise list of items needed from the County: ESS expects to learn the various department staff roles during the meetings and inform ESS of any preferences in how staff are contacted. We create a table of items needed, title of documents received and dates. Sometimes, the directions are sent in body of emails that are saved in our archives and noted accordingly for accuracy and future reference. ESS will work with County team members to receive the required information needed for grant applications including environmental and design documents, financial details, and other information such as public outreach.

4. Established process for review and final approval of grants with ample time from our clients.

5. Early engagement of external stakeholders, including funding agencies, partnering agencies, and those providing support letters. ESS will assist in identifying key stakeholders and facilitate meetings as needed.

We have experience building relationships as we build infrastructure, and we bring that expertise to every client. We are laser-focused on the strategies and tactics to make the process as efficient and effective as possible. We look forward to be a partner to the County in pursuing successful grants.

Deliverable(s):

- Comprehensive Monthly Report for a status of grant writing services at a glance
- Grant meeting minutes

EXHIBIT B: INSURANCE

Exhibit B

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. The County of Sonoma shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance of this Agreement.
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory

with, any insurance or self-insurance program maintained by them.

- f. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Consultant and include a “separation of insureds” or “severability” clause which treats each insured separately.
- h. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; 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: Grant Researching and Writing.
- 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: The County of Sonoma, County Administrator's Office, 575 Administration Dr #104, 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.












ESS Grant Writing - Contract and Exhibits

Final Audit Report

2021-10-01

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Agreement completed.

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