



November 1, 2024

Sonoma County Water Agency Request for Proposals

Deadline for Submission

2:00 p.m., Wednesday, December 4, 2024

RE: REQUEST FOR PROPOSALS FOR DEVELOPMENT OF CLIMATE EQUITY STRATEGY

1. INTRODUCTION

- 1.1. Sonoma County Water Agency (Sonoma Water) invites proposals from firms interested in developing a climate equity strategy to guide Sonoma Water's climate resilience planning and implementation (Project). Key Project elements will include a climate equity analysis, the development of a draft climate equity strategy, development and implementation of an outreach strategy in conjunction with local community-based organizations, finalization of the climate equity strategy, and preliminary scoping of possible projects or studies. A detailed Project description is included in Attachment 1 (Project Description and Additional Objectives).
- 1.2. Sonoma Water does not guarantee work to any qualified firm.
- 1.3. This is not a bid process.
- 1.4. Sonoma Water reserves the right to select the proposal(s) which in its sole judgment best meets the needs of Sonoma Water and to award to only one or multiple qualified submittals.

2. **BACKGROUND**

- 2.1. Climate change poses a threat to communities and the systems on which they rely, including water supplies, stormwater infrastructure, wastewater systems, agriculture, power and transportation systems, and the natural and built environment (EPA 2017). California Department of Water and Power’s [2023 California Water Plan Update](#) recognizes that current and future water management is stressed as a result of climbing state temperatures, “...increasing extreme heat events, wildfire frequency, rising sea levels, and more variable precipitation swings, including more frequent and intense shifts between wet and dry extremes.”
- 2.2. The extreme drought and flood conditions, sea-level rise, and wildfire risk brought on by climate change impact everyone, but disproportionately impact communities of color, indigenous peoples and Tribal nations, immigrant communities, unhoused residents, the elderly, disabled, children, agricultural workers, and rural residents (Greenlining Institute 2019; California Office of Emergency Services 2020a). These disproportionate impacts are the result of decades of historic injustices and underinvestment, resulting in reduced adaptive capacity, aging or under-sized local infrastructure, increased levels of pollution exposure and poverty, and limited access to public services.
- 2.3. Climate adaptation and climate resilience efforts must prioritize and center the needs of the most vulnerable and impacted communities in pursuit of climate equity, “...recognizing and addressing the unequal burdens made worse by climate change, while ensuring that all people share the benefits of climate protection efforts” (US EPA).
- 2.4. Three core services make up Sonoma Water’s system: water supply, flood management, and wastewater (Core Services). Sonoma Water recognizes water and climate inequities within its service area. Sonoma Water seeks to develop a climate equity strategy that (1) analyzes and clarifies climate changes impacts on disproportionately affected communities in areas where Sonoma Water performs its Core Services, (2) identifies climate-related inequities in Sonoma Water’s provision of services, and (3) develops strategies to address identified inequities in partnership with local community members who are experiencing the greatest inequities.
- 2.5. Through the development of a climate equity strategy, Sonoma Water seeks to better understand how climate change currently impacts and will impact vulnerable communities within Sonoma Water’s service area. Further, Sonoma Water seeks to identify the nature of any inequities in the provision of those services and to develop a strategy to address them in partnership with local community members.

- 2.6. The Sonoma Water Climate Adaptation Plan (2021) established a climate resiliency vision and defined Sonoma Water’s work to address the growing risks posed to Sonoma Water’s Core Services by climate changes. The climate equity strategy will build upon the Climate Adaptation Plan to clarify and articulate Sonoma Water’s responsibilities and goals for equitable investment in climate resilient strategies while protecting the region’s water supply, flood protection facilities, and wastewater systems.
- 2.7. Sonoma Water reserves the right to amend the existing agreement or enter into subsequent agreement(s) with the firm selected, relying upon this competitive selection process, after the preliminary or initial work is completed for the Project.

3. LOCAL SERVICE PROVIDER PREFERENCE

- 3.1. A 5 percent weighting will be provided in the total rating score for local firms. A Local Service Provider (local firm) is defined as a business or consultant that has a valid physical address located within Sonoma County from which the vendor or consultant operates or performs business on a day-to-day-basis, and holds a valid business license if required by a city within the jurisdiction of Sonoma County. A business shall affirm it qualifies as a local business on the provided Attachment 2 (Declaration of Local Business for Services).

4. LIVING WAGE

- 4.1. If selected for an agreement, the firm must comply with any and all federal, state, and local laws – including, but not limited to the County of Sonoma Living Wage Ordinance – affecting the services provided under the contract to be awarded pursuant to this Request for Proposals (RFP). Without limiting the generality of the foregoing, firms submitting proposals expressly acknowledge and agree that any agreement developed pursuant to this RFP 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.
- 4.2. The Living Wage Ordinance can be found at: [Living Wage Ordinance](#).

5. SUBMITTAL OF PROPOSALS

- 5.1. A sample agreement is enclosed. Please review the entire sample agreement carefully before submitting a proposal. If any significant omissions or ambiguities in this RFP come to Sonoma Water’s attention while under review by interested firms, Sonoma Water will make a uniform written response to all parties.
- 5.2. Proposals shall include the following:
 - a. A table of contents and page numbers.

- b. Legal name of company, how organized (non-profit, LLC, etc.), and where company is incorporated. Not required for individuals.
 - c. A statement of similar work previously performed, including at least three references with name of organization, contact person, and telephone number.
 - d. A statement of qualifications and a list of personnel to be assigned to the work, including a resume for each, listing education, experience, and expertise in this type of work.
 - e. A list of persons or firms to whom any phase of the work may be subcontracted, including a statement of their qualifications and experience.
 - f. An estimated breakdown of costs for the work, including hourly rates of personnel to be assigned to the work and anticipated expenses.
 - g. A description of the Project approach including the methodology developed to perform required services and a schedule.
 - h. A staffing plan that includes estimated hours and personnel devoted to any particular portion or element of the work.
 - i. Any proposed exceptions to the indemnification, insurance, or other standard terms of the sample agreement. Please make comments as specific as possible; reference to exceptions or negotiated terms included in prior agreements is not acceptable. Exceptions not explicitly stated in the proposal will not be considered during negotiations. Please note that proposing significant changes to standard terms may result in a lower evaluation score. If standard terms are acceptable, include the statement “No exception to standard terms.”
 - j. Completed Declaration of Local Business for Services, if applicable.
- 5.3. Submit an electronic copy of the proposal to Sonoma Water at Submissions@scwa.ca.gov by 2:00 p.m., Wednesday, December 4, 2024. Please reference TW 24/25-019 in the subject line of the email. A confirmation email will be generated in response to each submission to this email address. If a confirmation email is not received, please check spam and junk mail folders.
- 5.4. In addition, submit proposals to the County of Sonoma Purchasing Department via the Supplier Portal by the deadline for submission and in accordance with Attachment 3 (Supplier Portal Registration Guide). Sonoma County Supplier Portal Frequently Asked Questions can be found at [FAQs](#).
- 5.5. Proposals received after the electronic submittal deadline will not be accepted.
- 5.6. Confidentiality
- a. Upon submission, proposals shall be treated as confidential documents until the selection process is completed. The selection process is deemed completed after completion of negotiations for an agreement, but before agreement execution. Once the selection process is completed, proposals

shall be deemed public record. In the event that a proposer desires to claim portions of its proposal exempt from disclosure, it is incumbent upon the proposer to clearly identify those portions with the word "Confidential" printed on the top right-hand corner of each page for which such privilege is claimed and to clearly identify the information claimed confidential by highlighting, underlining, or bracketing the subject information. Examples of confidential materials include trade secrets. Each page shall be clearly marked and readily separable from the proposal in order to facilitate public inspection of the non-confidential portion of the proposal. Sonoma Water will consider a proposer's request for exemptions from disclosure; however, Sonoma Water will make its decision based upon applicable laws. An assertion by a proposer that the entire proposal, large portions of the proposal, or a significant element of the proposal, are exempt from disclosure will not be honored. Prices, makes and models or catalog numbers of the items offered, deliverables, and terms of payment shall be publicly available regardless of any designation to the contrary.

- b. Sonoma Water will endeavor to restrict distribution of material designated as confidential to only those individuals involved in the review and analysis of the proposal. Proposers are cautioned that materials designated as confidential may nevertheless be subject to disclosure. Proposers are advised that Sonoma Water does not wish to receive confidential or proprietary information and those proposers are not to supply such information except when it is absolutely necessary. If any information or materials in any proposal submitted are labeled confidential or proprietary, the proposal shall include the following clause:
 - i. [Legal name of proposer] shall indemnify, defend and hold harmless the Sonoma County Water Agency, its officers, agents and employees from and against any request, action or proceeding of any nature and any damages or liability of any nature, specifically including attorneys' fees awarded under the California Public Records Act (Government Code §6250 et seq.) arising out of, concerning, or in any way involving any materials or information in this proposal that [legal name of proposer] has labeled as confidential, proprietary, or otherwise not subject to disclosure as a public record.

6. EVALUATION

- 6.1. Proposals that do not include the information requested cannot be adequately evaluated. Evaluation will be based on the following criteria, which are listed in order of importance:
 - a. Professional qualifications and demonstrated ability to perform the work (Submittal Items 5.2.c, 5.2.d, and 5.2.e)
 - b. Responsiveness to the work requirements (Submittal Items 5.2.g and 5.2.h)

- c. Exceptions to standard terms in the sample agreement (Submittal Item 5.2.i)
 - d. Thoroughness of proposal
 - e. Local Service Provider Preference (Submittal Item 5.2.j)
- 6.2. The estimated breakdown of costs requested in Submittal item 5.2.f is not part of the qualification evaluation. This information will only be considered for purposes of selecting amongst qualified firms after the qualification evaluation is complete.
- 6.3. A final agreement will be negotiated with the firm selected, if any, including costs and scope of work. If the selected firm and Sonoma Water are not able to reach agreement, other qualified firms may be contacted.

7. **CONTACTS**

- 7.1. Please send questions about the content of this RFP to Sonoma Water at Submissions@scwa.ca.gov. Please reference TW 24/25-019 in the subject line of the email. If Sonoma Water considers interpretations or clarifications necessary, Sonoma Water will provide a written supplement to this RFP.
- 7.2. For technical issues with the County of Sonoma Supplier Portal, please contact the County of Sonoma Purchasing Department Supplier Desk at supplier-desk@sonoma-county.org.

Sincerely,

Kent Gylfe, P.E.
Director of Engineering

Encs.

c: Sasha Ponomareva
Julie Sykes

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Attachment 1: Project Description and Additional Objectives

1. PROJECT DESCRIPTION

- 1.1. The services requested from this RFP are focused on Phase I and Phase II of the Project. All phases of the Project should be completed within three years. The lead consultant is encouraged to partner with other entities, especially local Sonoma County groups representing key impacted communities within Sonoma County, to achieve Phase I and II objectives and deliverables. Sonoma Water anticipates work occurring in two successive phases.
- 1.2. Phase I: Preliminary Assessment, Relationship Building, Draft Strategy
 - a. Conduct a climate equity analysis that identifies how climate change currently impacts and will impact vulnerable communities within the provision of Sonoma Water's Core Services, as well as the nature of any inequities in the provision of those services under climate change. The analysis could entail document review, evaluation of industry best practices, individual or group interviews with Sonoma Water staff or key external partners, and surveys. The analysis must include an analysis of spatial data ("spatial analysis"). Sonoma Water's Energy and Climate Resiliency Group would assist with internal scheduling and in making available internal documents. Spatial analysis would:
 - i. Visualize climate vulnerabilities within Sonoma Water's Core Services within a spatial environment (flood, sanitation, water supply). Sonoma Water can provide at least the following spatial datasets in addition to publicly available sources:
 - a) Flood inundation extents from recent hydrologic and hydraulic (H&H) modeling efforts for current conditions and future climate for these watersheds: Petaluma (only current conditions and future sea-level rise conditions available), Sonoma Valley (Sonoma Creek), Central Sonoma Watershed (Santa Rosa Creek)
 - b) County Sanitation District and Sanitation Zones Service Areas map
 - c) Customer Service Call Log (Sanitation Zones and County Sanitation Districts)
 - d) Collection System Map
 - ii. Identify and overlay demographic information to identify vulnerable communities in Sonoma Water's service territory that also face climate impacts, including groups poorly represented in census data, e.g. unhoused populations and people with disabilities (possible sources recommended in Paragraph 4).
 - b. Develop a Draft Climate Equity Strategy that may include the following: equity analysis results, guiding principles, high-level objectives, key

strategies, targeted next steps, unmet data needs, outreach plan, performance goals, key barriers, and capacity needs based on the preliminary analysis to integrate equity across Sonoma Water's climate programs and projects and to address critical vulnerabilities.

- c. Identify community-based organizations, affected members of the public, Municipal Advisory Councils, and local governments who are positioned to address priority challenges listed in the draft strategy. Consultant would support relationship-building between key Sonoma Water staff, community-based organization staff, and affected members of the public.

1.3. Phase II: Outreach, Finalize Strategy

- a. This Phase would be largely informed by Phase I and would be launched after Phase I is completed. An anticipated approach is outlined below but may change to best reflect results from Phase I. Phase II focuses on community outreach through contracting and building relationships with community-based organizations (CBOs) to refine and expand upon the Draft Climate Equity Strategy developed in Phase I. Recommended components of Phase II are below.
- b. Sonoma Water, through the lead consultant, intends to contract with 3-5 CBOs that represent key impacted communities within the county (as identified in Phase I). The lead consultant would be responsible for establishing contracts with the CBOs identified in Phase I that are positioned to address priority challenges in partnership with Sonoma Water and affected members of the public, facilitating discussions with and between the CBOs, coordinating and finalizing the CBOs' suggestions into an outreach and engagement plan, and ensuring that the final Climate Equity Strategy reflects the input of CBOs. The CBO partners would:
 - i. Serve as advisors to refine the ideas developed in the Draft Climate Equity Strategy
 - ii. Lead the development of and support the implementation of the outreach and engagement plan among their constituent groups to identify equity issues germane to Sonoma Water's jurisdiction not previously identified in Phase I
 - iii. Co-design Project concepts that meet Sonoma Water's climate objectives while addressing community unmet needs that have a nexus with Sonoma Water's Core Services (water supply or quality, flood risk, or sanitation services).
- c. Coordination of CBO partners in the development and implementation of a robust community engagement plan to ensure that the final Climate Equity Strategy identifies equity issues germane to Sonoma Water's jurisdiction not previously identified in Phase I. Based on guidance from the CBO-partners, the community engagement plan would identify engagement goals,

techniques, materials, timelines, costs and responsibilities to ensure that outreach is coordinated, effective and that key stakeholders are engaged.

- d. Completion of the Climate Equity Strategy based on community and community-based organization input.
- e. Preliminary scoping of technical study/capital projects co-designed in partnership with community-based organizations to be competitive for external funding opportunities.
- f. **Please Note:** Sonoma Water has separate and dedicated programs related to workforce development and inclusionary hiring/employee development programs. This RFP does NOT include the following work:
 - i. Workforce demographics, hiring, retention and promotion;
 - ii. Contracting practices; or
 - iii. Internal training.

2. **DESIRED OBJECTIVES AND OUTCOMES**

- 2.1. Through the development of a Climate Equity Strategy, Sonoma Water seeks to better understand how climate change currently impacts and will impact vulnerable communities within the provision of Sonoma Water's Core Services. Further, Sonoma Water seeks to identify the nature of any inequities in the provision of those services and to develop a strategy to address them in partnership with local community members. This effort is not intended to include Tribal engagement. For climate-related Tribal engagement, Sonoma Water would coordinate with the County of Sonoma through their government-to-government relationships with local Tribes.
- 2.2. Supporting objectives may include but are not limited to:
 - a. Build on the findings of the [Climate Adaptation Plan](#) to determine how climate impacts affect communities of color and other systematically excluded vulnerable communities within the provision of Sonoma Water's Core Services;
 - b. Identify the location and key characteristics of vulnerable communities subject to climate impacts within the provision of Sonoma Water's Core Services by leveraging tools and resources from current and past planning efforts;
 - c. Perform a literature review of existing equity-related analyses and strategies within Sonoma County and among other water agencies to leverage best available data and industry best practices;
 - d. Facilitate internal and external discussions to support the development of guiding principles and objectives for addressing key climate equity challenges within Sonoma Water's Climate Equity Strategy;

- e. Develop strategies to implement the objectives in Sonoma Water’s Climate Equity Strategy through an actionable, phased approach in coordination with Sonoma Water staff;
- f. Identify Black, Indigenous, and People of Color (BIPOC) community leaders and community-based organizations that are positioned to address priority equity challenges identified in Phase I in partnership with Sonoma Water and affected members of the public, and begin to build relationships between key Sonoma Water staff and community-based organization staff;
- g. Collaborate with BIPOC community leaders and community-based organizations to develop an outreach plan to collect and integrate community feedback into the Climate Equity Strategy and, as an outcome to Phase II, to co-design concepts that address the challenges identified in Phase I to prepare for external funding opportunities;
- h. Identify equity performance metrics for Sonoma Water’s climate resiliency program; and
- i. Identify incremental next steps which may include 1) further research needed, 2) a timeline for strategy implementation, and 3) technical assistance that might be required.

3. **ADDITIONAL BACKGROUND**

3.1. Policy imperatives

- a. In addition to the urgency and needs described above, Sonoma Water has been directed by its Board of Directors to develop equitable and inclusive infrastructure planning processes in collaboration with community members facing the greatest climate burden ([Energy and Climate Resiliency Policy](#), 2023). The policies and plans listed below contain additional policy imperatives for prioritizing equity in Sonoma Waters programs and plans, including those related to climate resiliency.
 - i. [Sonoma Water’s 2023 Strategic Plan](#)
 - ii. [Sonoma County Strategic Plan](#)
 - iii. Sonoma County Racial Equity Action Plan (REAP): an overarching plan to direct racial equity programs across all Sonoma County agencies. Sonoma Water is an active participant in the County’s REAP process.
 - iv. A growing body of political support for climate justice at [state](#) and [federal](#) levels.

3.2. Sonoma Water Background and Responsibilities

- a. Sonoma Water is a special district in Sonoma County whose mission is to protect and supply drinking water to more than 600,000 North Bay residents, manage flood control facilities in Sonoma County that impact thousands of residents and homes, and provide wastewater collection and treatment for more than 75,000 Sonoma County residents. The water supply system

provides the sourcing, distribution, and storage of water to cities and water districts in Sonoma and Marin counties. The flood management system includes nine flood zones and encompasses operation, management, and maintenance responsibilities. The system includes engineered components such as reservoirs and flood protection infrastructure, as well as flood maintenance easements for some natural channels. Finally, the wastewater services are divided into eight sanitation zones or districts that collect and treat wastewater or convey wastewater to other treatment facilities. Some of the facilities discharge recycled water for a variety of beneficial uses.

3.3. Sonoma Water's Equity Efforts to Date

- a. Sonoma Water recognized the need to prioritize equity in communities experiencing the highest climate burden in its 2023 Strategic Plan and 2023 Energy and Climate Resiliency Policy. Multiple other programs and initiatives at Sonoma Water have advanced equity work in varied and critical ways.
- b. In December 2020, Sonoma Water formed an Equity Working Group focused on intentionally identifying and updating policies and processes to create equitable outcomes for communities of color and other historically underserved groups in our community and within our organization. The group established equity goals for contracting, budgeting, workforce development, hiring processes, employee education, communication and public outreach, and asset management. Members of the Equity Working Group have developed targeted work plans for goals related to human resources, employee education, and public outreach. Sonoma Water was also an active participant in developing Sonoma County's Racial Equity Action Plan, which utilized an anti-racist results-based accountability methodology to track equity performance outcomes.
- c. Within the sanitation districts and zones that Sonoma Water owns, operates, and/or manages, Sonoma Water runs a Sanitation Rate Relief Program. This equity-motivated program offers discounts on sewer service charges for low-income owner-occupied homes and for 501(c)(3) non-profit organizations that provide housing to low-income renters.
- d. Sonoma Water's Community & Employee Engagement and Water Use Efficiency groups implement strategic public education and outreach programs that includes multicultural and multilingual outreach components with Spanish translation of materials and community engagement. The Communications group runs a Hispanic Community Advisory group which serves as a liaison between Sonoma Water and the local Latinx community.

4. **POTENTIAL RESOURCES**

- 4.1. Leverage resources to support development of Climate Equity Strategy:
 - a. [Making Equity Real in Climate Adaptation and Community Resilience Policies and Programs – A Guidebook](#)

- b. [“Mapping Resilience: A Blueprint for Thriving in the Face of Climate Disasters.”](#)
 - c. Santa Rosa Water Now Alliance “Project Accelerator Findings and Summary: Santa Rosa Water Spanish Language Water Use Efficiency Program Enhancements” Report
- 4.2. Datasets and indicators have been developed at the local, regional, state, and federal level to understand the distribution of vulnerable populations and support more equitable decision making:
- a. [Sonoma County Human Development Index](#)
 - b. Association of Bay Area Governments (ABAG) [Equity Priority Communities](#)
 - c. DWR [Disadvantaged Communities \(DAC\) Mapping Tool](#) (see Figure 12 to Figure 20 in Appendix A)
 - d. California Communities Environmental Health Screening Tool ([CalEnviroScreen](#))
 - e. [CDC/ATSDR Social Vulnerability Index](#)

ATTACHMENT 2 – DECLARATION OF LOCAL BUSINESS FOR SERVICES



COUNTY OF SONOMA

GENERAL SERVICES PURCHASING DIVISION

2300 COUNTY CENTER DRIVE, SUITE A208
SANTA ROSA, CALIFORNIA 95403
(707) 565-2433 Fax: (707) 565-6107

DECLARATION OF LOCAL BUSINESS FOR SERVICES

Sonoma County gives local businesses a preference in formal solicitations of services as set forth in the County of Sonoma Local Preference Policy for Services. Sonoma County's Local Preference Policy for Services can be reviewed at <http://sonomacounty.ca.gov/General-Services/Purchasing/Doing-Business-with-the-County/Local-Preference-Policy-for-Services/>

In order to qualify for this preference, a business must meet *all* of the following criteria:

1. For businesses with a location in a city within Sonoma County, a valid business license if required by the city; and
2. A valid physical address located within Sonoma County from which the vendor or consultant operates or performs business on a day-to-day basis.

By completing and signing this form, the undersigned states that, under penalty of perjury, the statements provided herein are true and correct and that the business meets the definition of a local business as set forth in the County of Sonoma Local Preference Policy for Services.

All information submitted is subject to investigation as well as disclosure to third parties under the California Public Records Act. Incomplete, unclear, or incomprehensible responses to the following will result in the bid not being considered for application of the County's local preference policy. False or dishonest responses will cause the rejection of the bid and curtail the declarant's ability to conduct business with the County in the future. It may also result in legal action.

1. Legal name of business: _____
2. Physical address of the principal place of business:

3. Business license issued by incorporated city within the County:
License Number _____ Issued by: _____

Authorized Signature: _____ Date: _____

Printed Name & Title: _____



ATTACHMENT 3
COUNTY OF
SONOMA

Supplier Portal Registration Guide

The County of Sonoma posts new bidding opportunities on its **Supplier Portal**. Suppliers must register in order to login to the Supplier Portal and view or bid on solicitations.

The Supplier Portal allows Suppliers to:

- Access solicitation information 24/7 (excluding maintenance periods)
- Manage Company and User information in a self-service account
- Manage NIGP commodity/product codes
- Receive emailed notifications regarding new bidding opportunities
- View and bid on solicitations
- Review purchase orders, invoices, and payments

Organizations which have not done business with the County should register as a **Bidder**. Organizations which have received payment from the County for goods and/or services should register as a **Supplier**.

To register as a Bidder:

- Have your Taxpayer ID number or SSN on hand.
- Navigate to the [Supplier Portal](#). We recommend you open the [Bidder Registration Instructions](#) in a new window, or print to use during registration.
- Click “Register as a Bidder” and follow the Bidder Registration Instructions. Be sure to review and choose appropriate commodity category codes.

To register as a Supplier:

- Have your Taxpayer ID or Social Security Number on hand, along with your current Supplier ID number. If your Supplier ID number is not available, please email the [Supplier Desk](#).
- Navigate to the [Supplier Portal](#). We recommend you open the [Supplier Registration Instructions](#) in a new window, or print to use during registration.
- Click “Create New User Accounts” and follow the Supplier Registration Instructions. Be sure to review and select appropriate commodity category codes.

If you experience technical issues during registration, email the [Supplier Desk](#) for prompt assistance. Please include a screenshot of the issue if possible.

Rev. C
Revised 4/12/19

SAMPLE Agreement for Development of Climate Equity Strategy

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

RECITALS

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

AGREEMENT

1. RECITALS

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

2. LIST OF EXHIBITS

2.1. The following exhibits are attached hereto and incorporated herein:

- a. Exhibit A: Scope of Work.
- b. Exhibit B: Schedule of Costs.
- c. Exhibit C: Estimated Budget for Scope of Work.
- d. Exhibit D: Insurance Requirements.

3. SCOPE OF SERVICES

3.1. *Consultant’s Specified Services:* Consultant shall perform the services described in Exhibit A (Scope of Work), within the times or by the dates provided for in Exhibit A and pursuant to Article 9 (Prosecution of Work). In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.

3.2. *Cooperation with Sonoma Water:* Consultant shall cooperate with Sonoma Water in the performance of all work hereunder. Consultant shall coordinate the work with Sonoma Water’s Project Manager. Contact information and mailing addresses: **[TBD]**

3.3. *Performance Standard and Standard of Care:* Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with the standards of a reasonable professional having specialized knowledge and expertise in the services provided under this Agreement and in

accordance with all applicable federal, state and local laws, it being understood that acceptance of Consultant's work by Sonoma Water shall not operate as a waiver or release. Sonoma Water has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. If Sonoma Water determines that any of Consultant's work is not in accordance with such level of competency and standard of care, Sonoma Water, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with Sonoma Water to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 6 (Termination); or (d) pursue any and all other remedies at law or in equity.

3.4. *Assigned Personnel:*

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

4. PAYMENT

- 4.1. *Total Costs:* [TBD]
- 4.2. *Method of Payment:* [TBD]
- 4.3. *Invoices:* [TBD]
- 4.4. *Timing of Payments:* Unless otherwise noted in this Agreement, payments shall be made within the normal course of Sonoma Water business after presentation of an invoice in a form approved by Sonoma Water for services performed.

Payments shall be made only upon the satisfactory completion of the services as determined by Sonoma Water.

4.5. *Taxes Withheld by Sonoma Water:*

- a. Pursuant to California Revenue and Taxation Code (R&TC) section 18662, Sonoma Water shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this Agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.
- b. If Consultant does not qualify, as described in Paragraph 4.5.a, Sonoma Water requires that a completed and signed Form 587 be provided by Consultant in order for payments to be made. If Consultant is qualified, as described in Paragraph 4.5.a, then Sonoma Water requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, Consultant agrees to promptly notify Sonoma Water of any changes in the facts. Forms should be sent to Sonoma Water pursuant to Article 15 (Method and Place of Giving Notice, Submitting Bills, and Making Payments) of this Agreement. To reduce the amount withheld, Consultant has the option to provide Sonoma Water with either a full or partial waiver from the State of California.

5. TERM OF AGREEMENT

- 5.1. *Term of Agreement:* This Agreement shall expire on [TBD], unless terminated earlier in accordance with the provisions Article 6 (Termination).

6. TERMINATION

- 6.1. *Authority to Terminate:* Sonoma Water's right to terminate may be exercised by Sonoma County Water Agency's General Manager.
- 6.2. *Termination Without Cause:* Notwithstanding any other provision of this Agreement, at any time and without cause, Sonoma Water shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Consultant.
- 6.3. *Termination for Cause:* Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, Sonoma Water may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

- 6.4. *Delivery of Work Product and Final Payment Upon Termination:* In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to Sonoma Water all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement subject to Paragraph 12.10 and shall submit to Sonoma Water an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.
- 6.5. *Payment Upon Termination:* Upon termination of this Agreement by Sonoma Water, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services are to be paid on a per-hour or per-day basis, then Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to termination multiplied by the applicable hourly or daily rate; and further provided, however, that if Sonoma Water terminates the Agreement for cause pursuant to Paragraph 6.3, Sonoma Water shall deduct from such amounts the amount of damage, if any, sustained by Sonoma Water by virtue of the breach of the Agreement by Consultant.

7. INDEMNIFICATION

- 7.1. Consultant agrees to accept all responsibility for loss or damage to any person or entity, including Sonoma County Water Agency, and to indemnify, hold harmless, and release Sonoma County Water Agency, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against Sonoma County Water Agency based upon a claim relating to Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant's obligations under this Article 7 apply whether or not there is concurrent or contributory negligence on the part of Sonoma County Water Agency, but, to the extent required by law, excluding liability due to conduct of Sonoma County Water Agency. Sonoma County Water Agency shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents, employees, contractors,

subcontractors, or invitees under workers' compensation acts, disability benefits acts, or other employee benefit acts.

8. INSURANCE

8.1. With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit D (Insurance Requirements).

9. PROSECUTION OF WORK

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

10. EXTRA OR CHANGED WORK

10.1. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes to lengthen time schedules or make minor modifications to the scope of work, which do not increase the amount paid under the Agreement, may be executed by Sonoma County Water Agency's General Manager in a form approved by County Counsel. The parties expressly recognize that Sonoma Water personnel are without authorization to order all other extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of Sonoma Water.

11. CONTENT ONLINE ACCESSIBILITY

11.1. *Accessibility:* Sonoma Water policy requires that all documents that may be published to the Web meet accessibility standards to the greatest extent possible and utilizing available existing technologies.

11.2. *Standards:* All consultants responsible for preparing content intended for use or publication on a Sonoma Water-managed or Sonoma Water-funded web site must comply with applicable federal accessibility standards established by 36 C.F.R. section 1194, pursuant to section 508 of the Rehabilitation Act of 1973, as

amended (29 U.S.C. § 794(d)), Sonoma Water's Web Standards & Guidelines located at <https://sonomacounty.ca.gov/Services/Web-Standards-and-Guidelines/> and Sonoma Water's Web Site Accessibility Policy located at <https://sonomacounty.ca.gov/CAO/Administrative-Policies/9-3-Website-Accessibility-Policy/>.

- 11.3. *Alternate Format*: When it is strictly impossible due to the unavailability of technologies required to produce an accessible document, Consultant shall identify the anticipated accessibility deficiency prior to commencement of any work to produce such deliverables. Consultant agrees to cooperate with Sonoma Water in the development of alternate document formats to maximize the facilitative features of the impacted document(s); e.g., embedding the document with alt-tags that describe complex data/tables.
- 11.4. *Noncompliant Materials; Obligation to Cure*: Remediation of any materials that do not comply with Sonoma Water's Web Site Accessibility Policy shall be the responsibility of Consultant. If Sonoma Water, in its sole and absolute discretion, determines that any deliverable intended for use or publication on any Sonoma Water-managed or Sonoma Water-funded Web site does not comply with Sonoma Water Accessibility Standards, Sonoma Water will promptly inform Consultant in writing. Upon such notice, Consultant shall, without charge to Sonoma Water, repair or replace the non-compliant materials within such period of time as specified by Sonoma Water in writing. If the required repair or replacement is not completed within the time specified, Sonoma Water shall have the right to do any or all of the following, without prejudice to Sonoma Water's right to pursue any and all other remedies at law or in equity:
 - a. Cancel any delivery or task order;
 - b. Terminate this Agreement pursuant to the provisions of Article 6 (Termination); and/or
 - c. In the case of custom Electronic and Information Technology (EIT) developed by Consultant for Sonoma Water, Sonoma Water may have any necessary changes or repairs performed by itself or by another contractor. In such event, Consultant shall be liable for all expenses incurred by Sonoma Water in connection with such changes or repairs.
- 11.5. *Sonoma Water's Rights Reserved*: Notwithstanding the foregoing, Sonoma Water may accept deliverables that are not strictly compliant with Sonoma Water Accessibility Standards if Sonoma Water, in its sole and absolute discretion, determines that acceptance of such products or services is in Sonoma Water's best interest.

12. REPRESENTATIONS OF CONSULTANT

- 12.1. *Status of Consultant*: The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be

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

- 12.2. *No Suspension or Debarment:* Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If Consultant becomes debarred, Consultant has the obligation to inform Sonoma Water.
- 12.3. *Taxes:* Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold Sonoma Water harmless from any liability which it may incur to the United States or to the State of California or to any other public entity as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case Sonoma Water is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish Sonoma Water with proof of payment of taxes on these earnings.
- 12.4. *Records Maintenance:* Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to Sonoma Water for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.
- 12.5. *Conflict of Interest:* Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if required by law or requested to do so by Sonoma Water, Consultant shall submit a completed Fair Political Practices Commission Statement of Economic Interests (Form 700) with Sonoma Water within 30 calendar days after the Effective Date of this Agreement and each year thereafter during the term of this Agreement, or as required by state law.

- 12.6. *Statutory Compliance/Living Wage Ordinance:* Consultant agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Consultant expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.
- 12.7. *Nondiscrimination:* Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County of Sonoma's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.
- 12.8. *AIDS Discrimination:* Consultant agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.
- 12.9. *Assignment of Rights:* Consultant assigns to Sonoma Water all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the work, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to Sonoma Water in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as Sonoma Water may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of Sonoma Water. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of Sonoma Water.
- 12.10. *Ownership and Disclosure of Work Product:* All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of Sonoma Water. Sonoma Water shall be entitled to immediate possession of such documents upon completion of the work pursuant

to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to Sonoma Water all such documents, which have not already been provided to Sonoma Water in such form or format as Sonoma Water deems appropriate. Such documents shall be and will remain the property of Sonoma Water without restriction or limitation. Consultant may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of Sonoma Water.

- 12.11. *Authority:* The undersigned hereby represents and warrants that the undersigned has authority to execute and deliver this Agreement on behalf of Consultant.
- 12.12. *Nondisclosure of Confidential Information:* While doing the work required by this Agreement, Consultant may have access to technical information and materials pertaining to Sonoma Water’s sensitive information or data determined by Sonoma Water to be confidential (“Confidential Information”). The Confidential Information may include confidential or proprietary information or trade secrets exempt from disclosure under provisions of the California Public Records Act. In consideration of disclosure by Sonoma Water of Confidential Information to Consultant, Consultant and its agents shall hold any material or information designated by Sonoma Water as Confidential in strict confidence and shall not disclose it or otherwise make it available, in any form or matter whatsoever, to any person or entity without the prior written consent of Sonoma Water, except as may be ordered by a court of law. Immediately upon receipt of any request or demand for disclosure of any Confidential Information within the scope of this Agreement, Consultant shall give Sonoma Water written notice and a copy of the request and the time period, if any, within which Consultant is required to respond to the request. Upon termination of this Agreement, Consultant shall return Confidential Information in its possession, including copies, to Sonoma Water. Consultant’s obligation to maintain material and information designated as Confidential in strict confidence shall survive completion of work under this Agreement and termination of this Agreement and, as provided for in Paragraph 12.10, Consultant agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of Sonoma Water.

13. DEMAND FOR ASSURANCE

- 13.1. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. “Commercially reasonable” includes not only the conduct of a party with respect

to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article 13 limits Sonoma Water's right to terminate this Agreement pursuant to Article 6 (Termination).

14. ASSIGNMENT AND DELEGATION

- 14.1. *Consent:* Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.
- 14.2. *Subcontracts:* Notwithstanding the foregoing, Consultant may enter into subcontracts with the subconsultants specifically identified herein. If no subconsultants are listed, then no subconsultants will be utilized in the performance of the work specified in this Agreement. Approved subconsultants are as follows: [TBD].
- 14.3. *Change of Subcontractors or Subconsultants:* If, after execution of the Agreement, parties agree that subconsultants not listed in Paragraph 14.2 will be utilized, Consultant may enter into subcontracts with subconsultants to perform other specific duties pursuant to the provisions of this Paragraph 14.3. The following provisions apply to any subcontract entered into by Consultant other than those listed in Paragraph 14.2:
- a. Prior to entering into any contract with subconsultant, Consultant shall obtain Sonoma Water approval of subconsultant.
 - b. All agreements with subconsultants shall (a) contain indemnity requirements in favor of Sonoma Water in substantially the same form as that contained in Article 7 (Indemnification), (b) contain language that the subconsultant may be terminated with or without cause upon reasonable written notice, and (c) prohibit the assignment or delegation of work under the agreement to any third party.
- 14.4. *Summary of Subconsultants' Work:* Consultant shall provide Sonoma Water with a summary of work performed by subconsultants with each invoice submitted under Paragraph 4.1. Such summary shall identify the individuals performing work on behalf of subconsultants and the total amount paid to subconsultant, broken down by the tasks listed in the Scope of Work.

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

- 15.1. *Method of Delivery:* All notices, bills, and payments shall be made in writing and shall be given by personal delivery, U.S. Mail, courier service, or electronic means. Notices, bills, and payments shall be addressed as specified in Paragraph 3.2.
- 15.2. *Receipt:* When a notice, bill, or payment is given by a generally recognized overnight courier service, the notice, bill, or payment shall be deemed received on the next business day. When a copy of a notice, bill, or payment is sent by electronic means, the notice, bill, or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill, or payment is deposited in the U.S. mail and postmarked on the date of the electronic transmission (for a payment, on or before the due date), (2) the sender has a written confirmation of the electronic transmission, and (3) the electronic transmission is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills, and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this Article 15.

16. MISCELLANEOUS PROVISIONS

- 16.1. *No Bottled Water:* In accordance with Sonoma Water Board of Directors Resolution No. 09-0920, dated September 29, 2009, no Sonoma Water funding shall be used to purchase single-serving, disposable water bottles for use in Sonoma Water facilities or at Sonoma Water-sponsored events. This restriction shall not apply when potable water is not available.
- 16.2. *No Waiver of Breach:* The waiver by Sonoma Water of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.
- 16.3. *Construction:* To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and Sonoma Water acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and Sonoma Water acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

- 16.4. *Consent:* Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.
- 16.5. *No Third-Party Beneficiaries:* Except as provided in Article 7 (Indemnification), nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
- 16.6. *Applicable Law and Forum:* This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or in the forum nearest to the City of Santa Rosa, in the County of Sonoma.
- 16.7. *Captions:* The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.
- 16.8. *Merger:* This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure section 1856. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
- 16.9. *Survival of Terms:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 16.10. *Time of Essence:* Time is and shall be of the essence of this Agreement and every provision hereof.
- 16.11. *Counterpart; Electronic Signatures:* The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via electronic means, or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal 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.

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

[Insert signature page.]

Exhibit A

Scope of Work

[TBD]

1. **TASKS**

- 1.1. Task 1: [Task Title]
 - a. [task description]
 - b.
 - c.

Deliverable:

Due Date:

- 1.2. Task 2: [Task Title]
 - a. [task description]
 - b.
 - c.

Deliverable:

Due Date:

- 1.3. Task 3: [Task Title]
 - a. [task description]
 - b.
 - c.

Deliverable:

Due Date:

2. **DELIVERABLES**

- 2.1. Review and Acceptance of Deliverables
 - a. First Draft: Prepare each deliverable in draft form and submit to Sonoma Water for review and approval in accordance with the date listed for the deliverable in the applicable task. Sonoma Water will return the draft deliverable to Consultant with comments or approval in writing.
 - b. Subsequent Draft(s): If Sonoma Water requests revisions, revise the draft deliverable and resubmit for Sonoma Water approval.
 - c. Final. Following Sonoma Water approval and prior to Sonoma Water's acceptance of work under this Agreement, submit the final approved

deliverable to Sonoma Water in accordance with the date listed for this deliverable.

- 2.2. In addition to the requirements above, if any, submit one electronic copy in PDF format (emailed, on USB flash drive, or via internet) of each final deliverable to Sonoma Water.
- 2.3. Comply with requirements of Article 11 (Content Online Accessibility).
- 2.4. Include Agreement title and TW 24/25-019 on first page or cover of each deliverable.

Exhibit B

Schedule of Costs

[TBD]

Exhibit C

Estimated Budget for Scope of Work

[TBD]

Exhibit D

Insurance Requirements

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

Sonoma Water reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. INSURANCE

- 1.1. Workers Compensation and Employers Liability Insurance
 - a. Required if Consultant has employees as defined by the Labor Code of the State of California.
 - b. If Consultant currently has no employees as defined by the Labor Code of the State of California, Consultant agrees to obtain the above-specified Workers Compensation and Employers' Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.
- 1.2. General Liability Insurance
 - a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
 - b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, Sonoma Water requires and shall be entitled to coverage for the higher limits maintained by Consultant.
 - c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000 it must be approved in advance by Sonoma Water. Consultant is responsible for any deductible or self-insured retention and shall fund it upon Sonoma Water's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving Sonoma Water.

- d. Sonoma County Water Agency, its officers, agents, and employees, shall be endorsed as additional insureds for liability arising out of operations by or on behalf of Consultant in the performance of this Agreement.
 - e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
 - f. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in Insurance Services Office form CG 00 01, or equivalent).
 - g. The policy shall cover inter-insured suits between the additional insureds and Consultant and include a “separation of insureds” or “severability” clause which treats each insured separately.
 - h. Required Evidence of Insurance: Certificate of Insurance.
- 1.3. Automobile Liability Insurance
- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
 - b. Insurance shall cover all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
 - c. Insurance shall cover hired and non-owned autos.
 - d. Required Evidence of Insurance: Certificate of Insurance.
- 1.4. Standards for Insurance Companies
- a. Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.
- 1.5. Documentation
- a. The Certificate of Insurance must include the following reference:
TW 24/25-019.
 - b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with Sonoma Water for the entire term of this Agreement and any additional periods if specified in Sections 1.1, 1.2, or 1.3, above.
 - c. The name and address for mailing Additional Insured endorsements and Certificates of Insurance is: Sonoma County Water Agency, 404 Aviation Boulevard, Santa Rosa, California 95403-9019.
 - d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

- e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

1.6. Policy Obligations

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

1.7. Material Breach

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