

CONSULTANT AGREEMENT

Rincon Consultants, Inc., a California Corporation

This Consultant Agreement (“Agreement”) is dated _____ (Effective Date) and is between Rincon Consultants, Inc., a California corporation (“Consultant”), and the County of Fresno, a political subdivision of the State of California (“County”).

Recitals

A. The Consultant has been selected to prepare a Climate Action and Adaptation Plan (CAAP) on behalf of the County. The CAAP consists of a plan which will identify climate related impacts and provide strategies to increase adaptive capacity and reduce emissions within the unincorporated areas. The CAAP will also outline lead agency and community costs associated with implementation of its recommended measures as understanding these costs will be a critical factor for adoption of the plan. As part of the preparation of the CAAP, a California Environmental Quality Act (CEQA) analysis consisting of, at a minimum, a programmatic Initial Study-Negative Declaration (IS-ND) will also be prepared (collectively, Project). A copy of the Scope of Services is attached hereto as Exhibit “A”.

B. Preparation of the Project is mandated by the State of California, with the objective of achieving a greenhouse gas (GHG) emissions reduction consistent with State Law. (See, Health and Safety Code, §§ 38566, *et seq.* [Senate Bill 32], and Executive Order B-55-18.) CAAPs are local and regional guidelines for reducing GHG emissions and preparing for state-identified climate impacts like heat, fire, and floods, and are guided by the State's Climate Adaptation Strategy, which focuses on objectives such as protecting vulnerable communities, improving public health, and building resilience, with an emphasis on nature-based solutions, and the use of science. As a local plan, the CAAP will set specific GHG reduction targets and detail actions for energy efficiency, renewable energy, transportation, and green infrastructure.

C. The CAAP preparation process involves community input with an emphasis on equity. The County’s General Plan's 2024 adopted Environmental Impact Report (EIR) Mitigation Measures GHG-1 and GHG-2, and adopted General Plan Policies HS-G.12 and HS-G.13, require the County to seek funding for a Greenhouse Gas Inventory and preparation of a CAAP,

1 and stipulates that the County undertake a countywide CAAP within two years of the adoption of
2 its General Plan.

3 D. Consultant represents to County that it is an experienced land use consulting firm, and is
4 familiar with the County General Plan, General Plan EIR, and its CAAP requirements.
5 Consultant was a County land use and environmental consultant for the 2024 General Plan
6 Review Project and participated in the preparation of the General Plan and associated EIR,
7 including developing mitigation language for the CAAP. Consultant represents to County that it
8 has been broadly successful preparing CAAP's for other jurisdictions within the State. Given the
9 effort and time involved in preparing the General Plan and the anticipated additional specialized
10 effort to prepare a successful CAAP, the parties believe retaining Consultant for preparation of
11 the Project is beneficial for all parties.

12 In exchange for the mutual promises described herein, the parties agree as follows:

13 **Article 1**

14 **Consultant's Services**

15 1.1 **Scope of Services.** The Consultant shall perform all of the services provided in
16 Exhibit A to this Agreement, titled "Scope of Services."

17 1.2 **Representation.** The Consultant represents that it is qualified, ready, willing, and
18 able to perform all of the services provided in this Agreement.

19 1.3 **Compliance with Laws.** The Consultant shall, at its own cost, comply with all
20 applicable federal, state, and local laws and regulations in the performance of its obligations
21 under this Agreement, including but not limited to workers compensation, labor, and
22 confidentiality laws and regulations.

23 **Article 2**

24 **County's Responsibilities**

25 2.1 The County shall make available to the Consultant all documents, studies, and other
26 information, not otherwise confidential, privileged, or exempt from public access, in its
27 possession related to the Project.
28

1 under this section. The Consultant further acknowledges that County employees have no
2 authority to pay the Consultant except as expressly provided in this Agreement.

3 **3.3 Invoices.** The Consultant shall submit monthly invoices to the Development Services
4 and Capital Projects Manager of the Department of Public Works and Planning. The Consultant
5 shall submit each invoice seeking compensation for an accepted deliverable within 60 days after
6 the month in which the County, through its Director of Public Works and Planning or designee
7 (Director), accepts that deliverable, and in any case within 60 days after the end of the term or
8 termination of this Agreement.

9 **3.4 Payment.** The County shall pay each correctly completed and timely submitted
10 invoice within 45 days after receipt. The County shall remit any payment to the Consultant's
11 address specified in the invoice.

12 **3.5 Incidental Expenses.** The Consultant is solely responsible for all of its costs and
13 expenses that are not specified as payable by the County under this Agreement.

14 **3.6 Extra Services.** The Parties understand that additional work, not reasonably
15 anticipated during the preparation of the Work Program proposal submitted by the Consultant
16 and approved by the County, may be necessary to complete the Project. The parties agree that
17 the County may authorize the Consultant to perform certain necessary additional work as "Extra
18 Services."

19 (A) The Extra Services which may be authorized are limited to services not
20 contemplated within the Scope of Work attached as Exhibit A, but which are deemed
21 necessary for the completion of the Project in the sole and absolute discretion of the
22 Director. The Consultant shall not perform any Extra Services without prior written
23 authorization from the Director. The total charge for all such Extra Services shall not
24 exceed the sum of Fifty-Two Thousand Five Hundred Dollars \$52,500, approximately
25 9% of the Total Fee. Extra Services shall be billed to the County at hourly rates not to
26 exceed those in the standard fee schedule included in Exhibit B-1.

27 (B) Whether to authorize Extra Services is within the discretion of the County.
28 Authorization may be granted only if additional information, further analysis, or other

1 work is, in the opinion of the Director, required to complete the CAAP or related
2 activities. However, if the services to be performed could reasonably have been
3 anticipated during the preparation of the Scope of Work, as determined by the Director,
4 these services are not “Extra Services” and shall be performed by the Consultant within
5 the Total Fee of this Agreement.

6 (C) Any work performed by the Consultant at County’s request is always considered
7 included in the Scope of Work pursuant to Exhibit A unless prior explicit written
8 authorization, that includes a proposed Scope of Work for Extra Services and total cost
9 for services, has been obtained. County staff does not have the authority to provide
10 verbal commitments to amendments to agreements or verbally approve Extra Services;
11 any verbal direction or comments from staff does not make a commitment that any
12 written approval for changes in compensation will be authorized or provided. Failure of
13 Consultant to secure prior explicit written authorization for extra services before
14 performing said work shall be deem an acknowledgement that the work is within the
15 scope of the work previously agreed to, and shall constitute a waiver of all rights to an
16 amendment in the contract price or Extra Service request for such unauthorized extra
17 work and Consultant thereafter shall be entitled to no compensation or reimbursement
18 whatsoever for the performance of such work.

19 **Article 4**

20 **Term of Agreement**

21 4.1 **Term.** This Agreement is effective upon the Effective Date and terminates on
22 December 31, 2027, except as provided in section 4.2, “Extension,” or Article 6, “Termination
23 and Suspension,” below.

24 4.2 **Extension.** The term of this Agreement may be extended for no more than two, one-
25 year periods only upon written approval of both parties at least 30 days before the first day of
26 the next one-year extension period. The Director is authorized to sign the written approval on
27 behalf of the County based on the Consultant’s satisfactory performance. The extension of this
28 Agreement by the County is not a waiver or compromise of any default or breach of this

1 Agreement by the Consultant existing at the time of the extension whether or not known to the
2 County.

3 **Article 5**

4 **Notices**

5 5.1 **Contact Information.** The persons and their addresses having authority to give and
6 receive notices provided for or permitted under this Agreement include the following:

7 **For the County:**

8 Department of Public Works and Planning
9 County of Fresno
10 2220 Tulare Street, 6th Floor
11 Fresno, CA 93721
12 Attn: Development Services and Capital Projects Manager

13 **For the Consultant:**

14 Rincon Consultants, Inc.
15 4589 North Marty Avenue, Unit 102
16 Fresno, CA 93722
17 Attn: Erik Feldman, Senior Principal

18 5.2 **Change of Contact Information.** Either party may change the information in section
19 5.1 by giving notice as provided in section 5.3.

20 5.3 **Method of Delivery.** Each notice between the County and the Consultant provided
21 for or permitted under this Agreement must be in writing, state that it is a notice provided under
22 this Agreement, and be delivered either by personal service, by first-class United States mail, by
23 an overnight commercial courier service.

24 (A) A notice delivered by personal service is effective upon service to the recipient.

25 (B) A notice delivered by first-class United States mail is effective three County
26 business days after deposit in the United States mail, postage prepaid, addressed to the
27 recipient.

28 (C) A notice delivered by an overnight commercial courier service is effective one
County business day after deposit with the overnight commercial courier service,
delivery fees prepaid, with delivery instructions given for next-day delivery, addressed to
the recipient.

1 injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and
2 liabilities of any kind to the County, the Consultant, or any third party that arise from or relate to
3 the negligent performance of or failure to perform by the Consultant (or any of its officers,
4 agents, subcontractors, or employees) under this Agreement. The County may conduct or
5 participate in its own defense without affecting the Consultant's obligation to indemnify and hold
6 harmless or defend the County.

7 8.2 **Survival.** This Article 8 survives the termination of this Agreement.

8 **Article 9**

9 **Insurance**

10 9.1 The Consultant shall comply with all the insurance requirements in Exhibit D to this
11 Agreement.

12 **Article 10**

13 **Inspections, Audits, and Public Records**

14 10.1 **Inspection of Documents.** The Consultant shall make available to the County, and
15 the County may examine at any time during business hours and as often as the County deems
16 necessary, all of the Consultant's records and data with respect to the matters covered by this
17 Agreement, excluding attorney-client privileged communications. The Consultant shall, upon
18 request by the County, permit the County to audit and inspect all of such records and data to
19 ensure the Consultant's compliance with the terms of this Agreement.

20 10.2 **State Audit Requirements.** If the compensation to be paid by the County under this
21 Agreement exceeds \$10,000, the Consultant is subject to the examination and audit of the
22 California State Auditor, as provided in Government Code section 8546.7, for a period of three
23 years after final payment under this Agreement. This section survives the termination of this
24 Agreement.

25 10.3 **Public Records.** The County is not limited in any manner with respect to its public
26 disclosure of this Agreement or any record or data that the Consultant may provide to the
27 County. The County's public disclosure of this Agreement or any record or data that the
28 Consultant may provide to the County may include but is not limited to the following:

1 (A) The County may voluntarily, or upon request by any member of the public or
2 governmental agency, disclose this Agreement to the public or such governmental
3 agency.

4 (B) The County may voluntarily, or upon request by any member of the public or
5 governmental agency, disclose to the public or such governmental agency any record or
6 data that the Consultant may provide to the County, unless such disclosure is prohibited
7 by court order.

8 (C) This Agreement, and any record or data that the Consultant may provide to the
9 County, is subject to public disclosure under the Ralph M. Brown Act (California
10 Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

11 (D) This Agreement, and any record or data that the Consultant may provide to the
12 County, is subject to public disclosure as a public record under the California Public
13 Records Act (California Government Code, Title 1, Division 10, Chapter 3, beginning
14 with section 7922.000) ("CPRA").

15 (E) This Agreement, and any record or data that the Consultant may provide to the
16 County, is subject to public disclosure as information concerning the conduct of the
17 people's business of the State of California under California Constitution, Article 1,
18 section 3, subdivision (b).

19 (F) Any marking of confidentiality or restricted access upon or otherwise made with
20 respect to any record or data that the Consultant may provide to the County shall be
21 disregarded and have no effect on the County's right or duty to disclose to the public or
22 governmental agency any such record or data.

23 **10.4 Public Records Act Requests.** If the County receives a written or oral request
24 under the CPRA to publicly disclose any record that is in the Consultant's possession or control,
25 and which the County has a right, under any provision of this Agreement or applicable law, to
26 possess or control, then the County may demand, in writing, that the Consultant deliver to the
27 County, for purposes of public disclosure, the requested records that may be in the possession
28 or control of the Consultant. Within five business days after the County's demand, the

1 Consultant shall (a) deliver to the County all of the requested records that are in the
2 Consultant's possession or control, together with a written statement that the Consultant, after
3 conducting a diligent search, has produced all requested records that are in the Consultant's
4 possession or control, or (b) provide to the County a written statement that the Consultant, after
5 conducting a diligent search, does not possess or control any of the requested records. The
6 Consultant shall cooperate with the County with respect to any County demand for such
7 records. If the Consultant wishes to assert that any specific record or data is exempt from
8 disclosure under the CPRA or other applicable law, it must deliver the record or data to the
9 County and assert the exemption by citation to specific legal authority within the written
10 statement that it provides to the County under this section. The Consultant's assertion of any
11 exemption from disclosure is not binding on the County, but the County will give at least 10
12 days' advance written notice to the Consultant before disclosing any record subject to the
13 Consultant's assertion of exemption from disclosure. The Consultant shall indemnify the County
14 for any court-ordered award of costs or attorney's fees under the CPRA that results from the
15 Consultant's delay, claim of exemption, failure to produce any such records, or failure to
16 cooperate with the County with respect to any County demand for any such records.

17 **Article 11**

18 **Disclosure of Self-Dealing Transactions**

19 11.1 **Applicability.** This Article 11 applies if the Consultant is operating as a corporation
20 or changes its status to operate as a corporation.

21 11.2 **Duty to Disclose.** If any member of the Consultant's board of directors is party to a
22 self-dealing transaction related to this Agreement or any of the services performed hereunder,
23 he or she shall disclose the transaction by completing and signing a "Self-Dealing Transaction
24 Disclosure Form" (Exhibit C to this Agreement) and submitting it to the County before
25 commencing the transaction or immediately after.

26 11.3 **Definition.** "Self-dealing transaction" means a transaction to which the Consultant is
27 a party and in which one or more of its directors, as an individual, has a material financial
28 interest.

1 **Article 12**

2 **General Terms**

3 12.1 **Modification.** Except as provided in Article 6, "Termination and Suspension," this
4 Agreement may not be modified, and no waiver is effective, except by written agreement signed
5 by both parties. The Consultant acknowledges that County employees have no authority to
6 modify this Agreement except as expressly provided in this Agreement.

7 12.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
8 (including by subcontracting) under this Agreement without the prior written consent of the other
9 party. Notwithstanding the foregoing prohibition on subcontracting, the County agrees that
10 Consultant may hire HIP Investor Inc., a Delaware corporation (Approved Subcontractor) as
11 subcontractor for the Project, as identified in Exhibit A. Consent by the County for the Approved
12 Subcontractor or for any other subcontractor or assignee shall not be construed as making
13 County a Party to any subcontract, or subjecting the County to liability of any kind to any
14 subcontractor or assignee, including to the Approved Subcontractor. Consultant represents and
15 covenants by entering into this Agreement that it is the prime contractor in this Agreement, that
16 it is solely responsible for payment and liabilities to its subcontractors, and that it is responsible
17 for all acts or omissions of its subcontractors.

18 12.3 **Governing Law.** The laws of the State of California govern all matters arising from
19 or related to this Agreement.

20 12.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
21 County, California. Consultant consents to California jurisdiction for actions arising from or
22 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
23 brought and maintained in Fresno County.

24 12.5 **Construction.** The final form of this Agreement is the result of the parties' combined
25 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
26 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
27 against either party. In the event of any inconsistencies between the terms of this Agreement
28 and the terms of the Exhibits, such inconsistencies shall be resolved by giving preference to the

1 documents in the following order of priority: first, to the text of this Agreement, excepting the
2 Exhibits; second, to Exhibit D; third, to Exhibit C; fourth, to Exhibit B; fifth, to Exhibit A; and
3 finally, to Exhibit B-1.

4 12.6 **Days.** Unless otherwise specified, “days” means calendar days.

5 12.7 **Headings.** The headings and section titles in this Agreement are for convenience
6 only and are not part of this Agreement.

7 12.8 **Severability.** If anything in this Agreement is found by a court of competent
8 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
9 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
10 this Agreement with lawful and enforceable terms intended to accomplish the parties’ original
11 intent.

12 12.9 **Nondiscrimination.** During the performance of this Agreement, the Consultant shall
13 not unlawfully discriminate against any employee or applicant for employment, or recipient of
14 services, because of race, religious creed, color, national origin, ancestry, physical disability,
15 mental disability, medical condition, genetic information, marital status, sex, gender, gender
16 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
17 all applicable State of California and federal statutes and regulation.

18 12.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
19 of the Consultant under this Agreement on any one or more occasions is not a waiver of
20 performance of any continuing or other obligation of the Consultant and does not prohibit
21 enforcement by the County of any obligation on any other occasion.

22 12.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
23 between the Consultant and the County with respect to the subject matter of this Agreement,
24 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
25 publications, and understandings of any nature unless those things are expressly included in
26 this Agreement. If there is any inconsistency between the terms of this Agreement without its
27 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
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1 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
2 exhibits.

3 12.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
4 create any rights or obligations for any person or entity (including the Approved Subcontractor)
5 except for the parties.

6 12.13 **Authorized Signature.** The Consultant represents and warrants to the County that:

7 (A) The Consultant is duly authorized and empowered to sign and perform its
8 obligations under this Agreement.

9 (B) The individual signing this Agreement on behalf of the Consultant is duly
10 authorized to do so and his or her signature on this Agreement legally binds the
11 Consultant to the terms of this Agreement.

12 12.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by
13 electronic signature as provided in this section.

14 (A) An “electronic signature” means any symbol or process intended by an individual
15 signing this Agreement to represent their signature, including but not limited to (1) a
16 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
17 electronically scanned and transmitted (for example by PDF document) version of an
18 original handwritten signature.

19 (B) Each electronic signature affixed or attached to this Agreement (1) is deemed
20 equivalent to a valid original handwritten signature of the person signing this Agreement
21 for all purposes, including but not limited to evidentiary proof in any administrative or
22 judicial proceeding, and (2) has the same force and effect as the valid original
23 handwritten signature of that person.

24 (C) The provisions of this section satisfy the requirements of Civil Code section
25 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
26 Part 2, Title 2.5, beginning with section 1633.1).

27 (D) Each party using a digital signature represents that it has undertaken and
28 satisfied the requirements of Government Code section 16.5, subdivision (a),

1 paragraphs (1) through (5), and agrees that each other party may rely upon that
2 representation.

3 (E) This Agreement is not conditioned upon the parties conducting the transactions
4 under it by electronic means and either party may sign this Agreement with an original
5 handwritten signature.

6 12.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
7 original, and all of which together constitute this Agreement.


8 [SIGNATURE PAGE FOLLOWS]

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The parties are signing this Agreement as of the Effective Date.

RINCON CONSULTANTS, INC.

COUNTY OF FRESNO



Jennifer Haddow, PhD, President

2060 Knoll Drive
Ventura, CA 93003

Garry Bredefeld, Chairman of the Board of
Supervisors of the County of Fresno

Attest:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

RINCON CONSULTANTS, INC.



Richard Daulton, MURP, Executive Vice
President

2060 Knoll Drive
Ventura, CA 93003

By: _____
Deputy

For accounting use only:

Org No.: 2540
Account No.: 7295
Fund No.: 0001
Subclass No.: 10000

Exhibit A

Scope of Services

Rincon Consultants, Inc. (Rincon) will prepare a Climate Action and Adaptation Plan (CAAP) to implement policy HS-G.13 of the Fresno County General Plan, which states:

The County shall undertake a countywide Climate Action Plan (CAP) within two years of the adoption of General Plan Amendment No. 529 (General Plan Review) with the objective of meeting a GHG emissions reduction trajectory consistent with State law (currently codified in Health and Safety Code Section 38566 et seq. [Senate Bill 32] and Executive Order B-55-18).

Typically, CAAPs are developed to identify climate related impacts and provide strategies to increase adaptive capacity and reduce emissions. Implementation of CAAP measures generally carries cost for both the lead agency and the community and understanding this cost is a critical factor for adoption of the plan. For these reasons, Rincon has supplemented their in-house team with HIP Investors, a specialty economist firm who will identify funding and financing mechanisms to support the County with implementation of measures.

Additionally, Rincon has included a scope of work to prepare the California Environmental Quality Act (CEQA) analysis for the Fresno County CAAP. A programmatic Initial Study-Negative Declaration (IS-ND) is typically sufficient CEQA documentation for a CAAP due to the generally beneficial environmental impacts associated with implementation of such a plan, and Rincon anticipates this will be the appropriate CEQA pathway for the Fresno County CAAP. It is rare that a more in-depth CEQA document is required for a CAAP. However, if it is determined during completion of the Initial Study that CAAP measures or actions may result in potentially significant environmental impacts, Rincon will immediately reach out to the County to discuss other CEQA options, such as preparation of a programmatic Environmental Impact Report (EIR).

Task 1. Project Management

Task 1.1 Kick-off Meeting

Rincon will organize an initial kick-off meeting with the County to refine the vision and discuss project goals and objectives. The kick-off meeting will provide an opportunity to present a draft Project Work Plan and refine the scope of work and proposed schedule, as well as

Exhibit A

identify existing documents, existing policies, and key interested party groups to engage with throughout the Climate Action and Adaptation Plan (CAAP) development and completion process. This meeting will also serve to establish the project management procedures, including invoicing terms and communication protocols.

Assumptions

- Rincon's Project Manager, Principal-in-Charge, and Technical Leads will attend the project kick-off meeting.
- The meeting will be virtual and will take place over the course of approximately one hour.

Deliverables

- Kick-off meeting, agenda, and meeting notes (Word/PDF)
- Project Work Plan, proposed schedule, and list of existing applicable documents, programs, and policies (Word/PDF)

Task 1.2 Project Check-in Meetings

Rincon will host regular check-in calls with the County, providing updates on upcoming deliverables and discussing any potential issues that may impact the scope of work. During this time, Rincon will provide the County's Project Team with long-term and short-term schedules to keep the project on track and confirm that it is completed efficiently and effectively. Meetings during the project can also serve as preparation meetings for community engagement or other deliverables.

Assumptions

- Meetings will be orchestrated by Rincon's Project Manager and attended by additional staff as required throughout the course of the project.
- Each check-in meeting will last approximately 30 minutes and will be hosted virtually.
- The project timeline is anticipated to be 18 months and will include 38 bi-weekly meetings.

Deliverables

Exhibit A

- Meeting agenda and notes (Word/PDF)
- Hosting and attending bi-weekly meetings throughout the duration of the project

Task 1.3 Project Management

Quality Control and Review Procedures

Rincon takes pride in producing quality work and achieving an exceptional level of client satisfaction. To achieve this, Rincon employs standard project management and quality control methods that include: written project assignments, weekly project progress meetings, project control using Microsoft® Excel and Microsoft® Project software, peer review of all technical sections, technical editing of all documents, and director/principal review of all major deliverables. The Project Manager initiates the project initially by holding a briefing meeting with the consultant team whereby the work scope, expectations, costs, and timing (schedule) are determined. The Project Manager is responsible for the overall quality of the work effort and maintaining the schedule. Typically, this is done on a daily basis, but no less than a weekly basis. Once the product has been completed by a team member it undergoes peer review by the Project Manager. After corrections, the Director or Principal-in-Charge reviews the final product for quality control before it is provided to Rincon's technical editing team for editorial review, and then Rincon's administrative staff for publication. As part of the review, documents are checked against the prior established expectations and requirements of the work scope. Documents are also checked for specific formatting and other requirements using a formal Quality Assurance/Quality Control (QA/QC) checklist by the administrative staff used to ensure that the final delivered product meets the County's expectations.

Communication and Reporting Procedures

Rincon's Project Manager will be responsible for coordinating communication with the County's Project Manager. Rincon will work closely with the County for the duration of the project to confirm that progress is carefully tracked, attention is drawn to any difficulties encountered, and the project is conducted in a highly professional manner. Rincon recommends having virtual project meetings bi-weekly (Task 1.2) to report on project status and email status reports to be provided to the client monthly. To facilitate communication among the Rincon team

Exhibit A

members, Rincon will hold internal planning and coordination meetings. During these meetings Rincon staff will discuss work in progress and schedules to confirm the project stays on track.

Cost and Schedule Control

Rincon achieves cost, schedule, and resource control pursuant to a three-step process. First, cost and schedule baselines are established, against which actual cost and schedule performance can subsequently be compared. Second, cost and schedule data are collected and reported on a weekly basis to the project manager. Third, deviations in cost or schedule performance are discussed internally, and if necessary, corrective actions are taken.

Assumptions

- Regular summaries will be provided outlining the scope of work completed over the previous month.

Deliverables

- Monthly progress status updates and invoices (Word)

Task 2. Interested Party and Community Engagement

Community outreach and engagement is critical to the successful preparation of this CAAP and will be integrated throughout the project timeline. Rincon knows that an engaged and excited community enhances the planning process and provides opportunities for initiatives to be championed by community leaders. Rincon will strive to reach community members using a variety of methods through the languages, spaces, and practices the community is most comfortable using and by working closely with County staff and local community leaders. Rincon will also emphasize and provide tools to guide measurable progress toward implementation. Engagement will be clear and visual, allowing complex concepts to be understood by all members of the community, and feedback will be recognized by clearly illustrating how community input shaped the proposed goals and policies.

Task 2.1 Education and Engagement Plan

Rincon will work collaboratively with the County project team to develop an Education and Engagement Plan that establishes effective methods to gain informed and meaningful input from a broad and diverse range of groups and populations. The Education and Engagement

Exhibit A

Plan will outline the goals of the engagement, metrics for success, the types of engagement the team will conduct, and the schedule. The engagement strategy will focus on the community at-large, interested parties including property owners, businesses, residents and interest groups, civic decision-makers, and tribal members. The engagement effort will be designed to effectively build collaborative interest, identify common values and goals in the project direction given the diverse group of local interested parties, and to bring new participants into the conversation. Rincon will prioritize engagement that is equitable and action-oriented, builds from a common community vision, and encourages sustained involvement after adoption of the CAAP into implementation.

Assumptions

- The County will provide one consolidated set of comments on the Education and Engagement Plan.

Deliverables

- Draft and Final Education and Engagement Plan with timelines, milestones, and an evaluation matrix (Word/PDF)
- Map showing engagement locations throughout the region

Task 2.2 Project Website

Rincon will provide written content for the County to include on a County website for the CAAP. Rincon will provide information about issues unique to climate adaptation and action in the region. These updates will occur in tandem with key deliverables in the scope of work including the project kick-off showing project schedule and process; once the draft measures and actions are available for public review; and at the time that the Draft CAAP is released. These timelines will be established in coordination with County staff.

Assumptions

- Rincon will provide three updates for the County's website throughout the project duration and the County staff will post it on the website.

Deliverables

- Website draft content (Word/PDF)

Exhibit A

Task 2.3 Community Guardrails

Rincon will collaborate with the community and County staff to collaboratively develop a community guardrail framework to equitably analyze all CAAP measures and actions and promote holistic implementation. This framework requires collaboration with the community and partners to identify the core impacts on communities that may occur due to the implementation of the CAAP actions. Issues like increased costs, resource constraints, and cost/benefit payoffs of implementation given the rural nature of the region could be relevant and have been identified in other communities. These concerns are then distilled into four or five community guardrails that serve as requirements against which actions are analyzed. The community guardrails approach helps to confirm community priorities and equity considerations are included throughout the CAAP in a transparent and holistic way. When a measure does not pass through the guardrails, new actions will be developed to mitigate potential impacts (such as a low-income financing program) or the measure is considered for removal.

Assumptions

- The Community Guardrails will be refined four times using community, partner, and County feedback

Deliverables

- Draft Community Guardrails (Word/PDF)
- Final Community Guardrails (Word/PDF)

Task 2.4 Community Survey

Rincon has also found community surveys to be a valuable engagement tool and recommends using it as part of this program. Rincon will develop a community survey (using County's survey platform or Rincon's Survey Monkey platform) to capture qualitative input on the values, goals, and issues to shape the CAAP. Rincon recommends hosting the survey before and during the first community workshop. Rincon anticipates that the survey link would be shared on the County's social media pages to increase response and distributed by the County via existing list serves. Up to ten questions are anticipated to be developed for the survey

Exhibit A

and following its closing an accompanying summary report will be created with numerical breakdown of responses, charts and graphs, and narrative descriptions of the qualitative results.

Assumptions

- One community survey would be prepared and hosted on Survey Monkey or similar platform.
- It is anticipated that the survey will include a maximum of 10 questions.

Deliverables

- Draft and Final Community survey (WordPress)
- Summary report outlining survey results (Word/PDF)

Task 2.5 Community Town Hall Series

Ongoing, structured outreach is critical at every stage of project development, beginning with initiation, to build support for proposed measures and to identify solutions that are both practical and equitable. Recognizing the County's dispersed population, distinct community values, and the proven success of locally focused engagement, Rincon proposes three series of town hall meetings in up to five unincorporated communities. This format ensures residents can participate in shaping the plan at the most strategic milestones of the development process.

- Round 1: Introduction to the CAAP, overview of the process, and discussion of desired topics of focus.
- Round 2: Presentation of the GHG inventory results and preliminary measure development.
- Round 3: Feedback on draft measures and input on implementation considerations.

Rincon will lead each town hall series, develop clear presentations, and design interactive activities to capture meaningful input and reflect community priorities in the plan.

Assumptions

- Each town hall will be up to two hours in length and occur in-person.
- The County will orchestrate a location and provide any refreshments.

Exhibit A

- Meetings within each series of town hall meetings will utilize the same format and materials.
- Each series of town hall meetings will be held consecutively to minimize consultant travel time.
- Two Rincon staff members will attend each town hall.
- The County will provide one set of consolidated updates to the agenda and presentation.

Deliverables

- Agenda, presentation, and meeting notes per event (Word/PDF and PowerPoint).
- Attendance of two Rincon team members at fifteen community events unless mutually agreed to by the Director and Rincon that only one Rincon team member need be present.

Task 2.6 Focus Group Meetings

Rincon recognizes that the County engages with a wide variety of interested parties. These interested parties often have specific concerns related to major actions that drive the largest proportion of change. Some topics, such as public health, economic prosperity, mobility, environmental quality, electrification of existing buildings and the identification of climate vulnerable populations will be important topics for further discussion with these interested parties to alleviate concerns and build consensus. Interviews are an important tool in delving deeper into these topics and will be conducted in one-on-one or small group format. Interested parties would be identified with the County and may include regional agencies, advocacy nonprofits, tribal groups, and key community representatives. The interviews will help inform the CAAP measure development process and provide an avenue of communication throughout the process. The Rincon team budgeted for five focus group interviews, which are anticipated to occur via 1-hour long video calls. The specific topics and interested parties to be invited will be determined during the development of the measures and actions.

Assumptions

Exhibit A

- The Rincon team will work with the County to identify which interested parties should attend each meeting.
- The interested party interviews would be virtual and last 1 hour in length unless determined mutually by Rincon and the County that less time is needed.
- The County will schedule the meetings.

Deliverables

- Agenda and meeting minutes (Word/PDF)
- Attendance of two Rincon staff members at a maximum of five interviews with interested parties

Task 2.7 Board of Supervisor Meetings

Rincon will attend and participate in a maximum of two County Planning Commission and Board of Supervisor Meetings to review the Draft CAAP and adopt the Final CAAP. Rincon will prepare and provide a draft and final slide deck to County staff in advance of the meeting. We assume County staff will present the information to the Planning Commission and Board of Supervisors, and Rincon will address questions that come up during a question-and-answer session. We assume the County Board of Supervisors would also be apprised of the project status through regular (e.g., quarterly) Board updates provided by County staff that detail the project work completed over the last quarter; any concerns that arose and how they were addressed; and the work anticipated to be completed over the next quarter. Therefore, at the time of the Board of Supervisor Meetings to discuss the Draft and Final CAAP, the Board would have full knowledge of the project from start to finish and have had a chance to have their questions addressed.

Assumptions

- Rincon will prepare a draft presentation and update based on one consolidated set of comments from the County.
- The Board of Supervisor and Planning Commission meetings will be attended virtually by up to two Rincon staff members.
- It is anticipated that the meetings would last up to three hours in length.

Exhibit A

Deliverables

- Participation in up to two Board of Supervisor and Planning Commission meetings by two Rincon staff members
- Presentation for up to two Board of Supervisor meetings (PowerPoint)

Task 3. Natural and Working Lands Assessment

This Natural and Working Lands Assessment will quantify the carbon sequestration potential of Fresno's natural and working lands, providing a clearer understanding of their role in addressing climate change. By highlighting opportunities for carbon sequestration, the assessment will help balance the GHG emissions associated with agricultural operations and support the agricultural industry in aligning with California's broader climate goals.

Task 3.1 Collection and Quality Control of Vegetation Data

Rincon will obtain all necessary input datasets to develop the natural land carbon stock inventory. Unless the County has supplemental vegetation data to include, Rincon will assume LANDFIRE data will be used which is consistent with data used in the State's Natural and Working Lands Inventory developed by the California Air Resource Board (CARB).

Rincon will use a bi-weekly check-in meeting with the County to confirm the dataset to be utilized. Once the dataset is confirmed, the QA/QC process will consist of a web-based data review platform (ArcGIS Online) that will allow for the identification of areas that may be incorrectly classified and facilitate comments/corrections regarding these areas. To increase accuracy of the vegetation data, Rincon will rely on County staff and partners to review, provide edits, and confirm the vegetation data.

Reviewers will be encouraged to:

- Indicate areas of concern with regards to land classification
- Provide information on the correct classification (if possible)
- Provide name, organization/position, and contact information so the Rincon team can follow-up for extra clarification, if needed

Exhibit A

To facilitate gathering feedback on the vegetation data, Rincon will hold two one-hour virtual meetings with County staff and partners to gather input on land cover classification types using the web-based data review platform.

- Meeting #1 will introduce participants to the web-based data review platform and collect initial feedback on the vegetation data. After the meeting, participants will have two weeks to continue reviewing and sharing input.
- Meeting #2 will present updates made based on that feedback and confirm with the County and partners that the vegetation data is ready to move forward for use in the carbon inventory (Task 3.2).

Assumptions

- County staff will identify and coordinate with partners to confirm that the land cover classification is reviewed by the appropriate people and that feedback is submitted in a timely manner (within 2 weeks following Meeting #1).
- Rincon will use a bi-weekly check-in meeting with the County to confirm the dataset to be utilized.
- To increase accuracy of the vegetation data, Rincon will rely on County staff and partners to review, provide edits, and confirm the vegetation data.
- Rincon has assumed eight hours to plan for and facilitate two one-hour virtual data-review meetings with County staff and partners.
- Rincon has assumed eight hours to conduct any additional changes to the LANDFIRE data.

Deliverables

- Web-based data review platform.
- Hosting two one-hour virtual data review meeting to provide guidance on using the web-based data review platform and showcase review results and gather any final feedback.

Task 3.2 Land-based Carbon Stock Inventory

Exhibit A

Rincon will then develop a carbon stock inventory for one year using the refined vegetation data from Task 3.1. There is currently no single tool that accurately estimates carbon stock and sequestration potential at the local level. As part of the carbon stock inventory, Rincon will integrate a range of existing tools, datasets, and methodologies to develop a customized carbon stock inventory for Fresno County.

The carbon stock inventory will provide an average amount of carbon held in the land countywide in the given year (e.g., estimate of the metric tons of carbon dioxide equivalents (MT CO₂e) held in the land countywide). Emissions from agriculture will be accounted for in the GHG emissions inventory (Task 4.1). The carbon stock inventory will provide a baseline of carbon stored countywide.

Assumptions

- Carbon estimates to be provided in units of metric tons of carbon dioxide equivalent.
- County staff will provide one round of consolidated comments on the Land Cover and Carbon Stock Memorandum.
- Rincon has budgeted for the creation and inclusion of eight maps in the Land Cover and Carbon Stock Memorandum. Additional maps can be created on a time and materials basis.

Deliverables

- Draft Land Cover and Carbon Stock Memorandum (Microsoft Word)
- Final Land Cover and Carbon Stock Memorandum (Microsoft Word and PDF)

Task 3.3 Climate Smart Practices List

Rincon will work with the County and partners to identify and evaluate a suite of climate smart practices and nature-based solutions for implementation at various scales and timeframes across the County. These practices will be evaluated based on their carbon sequestration potential. Using Rincon's experience developing CAAPs across the State, Rincon will recommend best practices and generate a list of land management activities that are consistent with the CARB 2022 Scoping Plan and the 2024 California Natural Based Solutions Climate

Exhibit A

Targets. Rincon will work through an iterative evaluation process with project partners to identify the strategies that will be analyzed. These strategies include but are not limited to:

- Prescribed Grazing (rangeland and pasture)
- Fuel reduction
- Prescribed Fires
- Urban Forestry
- Native Grass Restoration
- Oak Woodland Restoration
- Riparian Restoration
- Range Planting
- Compost Application

As part of a bi-weekly project check-in, Rincon will facilitate two one-hour virtual climate smart practices discussion to convene a broad range of internal and external partners (e.g., various County Departments, Resource Conservation Districts, local wildfire prevention organizations and staff, agricultural organizations, etc.) for insights on what actions are needed to improve carbon sequestration. Before the meetings, Rincon will provide a climate smart practices survey to get a better understanding of what management activities are currently being implemented in the County. This will streamline information collecting and allow for more accurate reporting of activities at the meetings.

The meetings will discuss the following:

- Organizational goals
- Current climate smart practices in Fresno County, including implementation acreage estimates
- Gaps and opportunities for expanding carbon sequestration practices
- Key implementation criteria (e.g., partnerships, education, funding, etc.)

Assumptions

- County staff will identify and coordinate with partners to participate in the climate smart practices survey and meetings.

Exhibit A

Deliverables

- Draft climate smart practices survey (Microsoft Word)
- Final climate smart practices survey (SurveyMonkey)
- Climate smart practices survey summary (Microsoft Word and PDF)
- Draft list of climate smart practices and implementation acreages for each of the selected climate smart practices refined through survey/meetings (Microsoft Excel).
- Final list of climate smart practices and estimates of implementation acreages for each of the selected climate smart practices refined through survey/meetings (Microsoft Excel)

Task 3.4 Climate Smart Practice Quantification

Current and projected future implementation of climate smart practices selected as part of Task 3.3, will be used to estimate potential changes in carbon sequestration. Carbon sequestration potential will be calculated countywide, as well as on County-owned and privately-owned land separately so specific implementation metrics can be included in the Natural and Working Lands CAAP Chapter. Rincon will analyze up to four scenarios, including a Low Implementation Scenario (assuming low implementation of climate smart practices) and one High Implementation Scenario (assuming high implementation of land management activities) to model the potential change in carbon stock for time horizons 2030 and 2045.

The final list of climate-smart practices, associated acreages for implementation, and quantification results will be documented in a Climate Smart Practices Memorandum developed as part of this task.

Assumptions

- Up to four scenarios will be analyzed, including Low and High Implementation Scenario for 2030 and 2045.
- Once the climate smart practices have been identified and analyzed under the Implementation Scenarios, this analysis will be considered final. If additional

Exhibit A

updates or revisions are required, Rincon would complete them on a time and materials basis, in accordance with Rincon's standard fee schedule (attached).

Deliverables

- Draft Climate Smart Land Practices Memorandum (Microsoft Word)
- Final Climate Smart Practices Memorandum (Microsoft Word and PDF)

Task 3.5 Natural and Working Lands CAAP Chapter

Rincon will develop the Natural and Working Lands chapter of the CAAP. This chapter will provide background and context on the role of natural working lands in climate mitigation and resilience, aligned with State guidance such as the CARB 2022 Scoping Plan and 2024 California Natural Based Solutions Climate Targets. It will summarize the methodologies, findings, and deliverables from Tasks 3.1 through Task 3.4, including the carbon stock inventory and projections for climate-smart practice implementation. This task will include the development of natural and working lands specific measures and actions for the CAAP.

The chapter will be designed to be visually engaging, incorporating maps, images, and graphics that highlight the opportunities and benefits of natural and working lands in reducing GHG emissions and enhancing community resilience in Fresno County.

Assumptions

- Natural and working lands measures and actions will be developed as part of this task.

Deliverables

- Administrative Draft Natural and Working Lands CAAP Chapter (Microsoft Word)
- Public Draft Natural and Working Lands CAAP Chapter (Microsoft Word and Canva)
- Final Natural and Working Lands CAAP Chapter (Canva)

Task 4. Greenhouse Gas Emissions Analyses

Task 4.1 GHG Emissions Inventory

Data Collection

Exhibit A

Rincon will work with the County to complete a current community (for the unincorporated County) GHG emissions inventory, starting with data collection. Rincon will provide a detailed data request document and tracking mechanisms. The data request will include a summary of the data sets that are needed and specific points of contact to retrieve the data.

GHG Emissions Inventory and Tool Development

Consistent with the Local Government Operations Protocol, the municipal inventory will account for GHG emissions associated with electricity, natural gas, and other fuel usage in/for County buildings and facilities; gasoline, diesel and compressed natural gas fuel used in County fleet vehicles and equipment; municipal solid waste; water delivery and wastewater management; employee commute; and other applicable sectors. Consistent with the Global Protocol for Community-Scale GHG Emissions, the community-wide GHG emissions inventory will account for GHG emissions resulting from residential and non-residential energy usage; VMT; off-road equipment; water usage; community-generated wastewater; and community-generated solid waste. Rincon proposes to develop local on-road transportation data using Replica, a traffic data platform which provides modeled traffic data that is validated using big data sources. Replica uses machine learning techniques to model land use and transportation activity that is scaled with census data and updated on a quarterly basis. The regular updates of this data provide a benefit for current and future data tracking. Replica also provides detailed, up-to-date data on mobility and human activity that is useful when developing targeted CAP transportation measures. This budget and scope have been prepared assuming Rincon's analysis of 2024 on-road transportation data from Replica. Emissions factors will be updated for all sectors based on methodologies developed from best practices, including the most current versions of Environmental Protection Agency fuel emission factors and electricity, water and wastewater emission factors for the County. Waste emissions factors will be based on the most recent waste characterization study provided by the waste hauler and/or CalRecycle. Additionally, as part of the emissions inventory, Rincon will develop a comprehensive assessment of GHG emissions in the County related to agricultural activities. This component of

Exhibit A

the inventory will focus on GHG emissions sources from crop production and livestock management.

Transparency and consistency are of the utmost importance when completing GHG inventories and forecasts. Therefore, Rincon will develop clear and easy to follow calculation tools and reports that allow the inventories to be replicated in the future by referencing all the data, assumptions, and methodologies. As part of this task, Rincon will provide a completed copy of the inventory tool, which will contain all activity data, emissions factors, emissions data, and references for methodologies, as well as easy-to-read summary tabs. As part of this task Rincon will provide a technical Inventory Memorandum. The County will provide one round of review on each deliverable (the inventory tool and Inventory Memorandum) before a final tool and report are provided.

Assumptions

- Rincon will calculate a current (e.g., 2024) emissions inventory. The current emissions inventory year will be determined through consultation with the County based on available and reliable data.
- Rincon anticipates that the County Project Manager will be responsible for working with internal departments to retrieve the data requested to complete the current inventory.
- The bi-weekly check-in meetings included in Task 1 may be used to invite additional Department Leads who are collecting data to address any specific questions or provide additional clarity.
- Rincon has budgeted for receipt of one set of consolidated comments on each deliverable. Any additional revisions will be completed on a time and materials basis in accordance with Rincon's standard fee schedule.
- The inventory, forecast, and target analysis will be completed in a combined Excel spreadsheet and summarized in one consolidated report.

Deliverables

- Data Request Form (Word/PDF)

Exhibit A

- Draft and Final GHG Emissions Inventory Tool (Microsoft Excel)
- Draft and Final GHG Emissions Inventory Memorandum (Word/PDF)

Task 4.2 GHG Emissions Forecast

Once the inventory has been completed and reviewed by County staff, Rincon will utilize a forecasting tool to draft both a business-as-usual (BAU) forecast and an adjusted forecast (which includes reductions from state legislation) of expected emissions broken down by emissions sector for 2030 and 2045. These years are based on the major milestone years of Senate Bill 32 and the 2022 Scoping Plan. The BAU forecast will include only population growth and projected land use changes. Rincon will work with the County to identify the best source for population, jobs, and land use change data and could include County data, California Department of Finance, and Regional Housing Needs Assessment numbers identified in the Fresno Multi-Jurisdictional 6th Cycle 2023-2031 Housing Element.

Following calculation of the BAU forecasts, Rincon will calculate an “adjusted” forecast that will account for expected changes in regulations affecting the federal, state, and local level which include, emission factor changes due to increased carbon free electricity California’s grid mix, Low Carbon Fuel Standard, Pavley Clean Car Standards, Advanced Clean Cars Program, Renewables Portfolio Standard, Senate Bill 100, and Title 24. Rincon will calculate how these regulations will affect the selected future year GHG emissions levels and produce a GHG emission forecast that accurately portrays future emissions growth and the quantity of GHG emissions that the County will be responsible for reducing to meet GHG reduction targets, which will be established as part of Task 4.3, GHG Emissions Target Setting. Rincon will provide a draft of the forecast tool and a detailed technical report (combined with the inventory and target analysis for ease of review and consistency) for review to the County before incorporating feedback and developing a final version of each deliverable.

Assumptions

- Rincon has budgeted for receipt of one set of consolidated comments on each deliverable. Any additional revisions will be completed on a time and materials basis in accordance with Rincon’s standard fee schedule.

Exhibit A

- Rincon will work with the County to identify the best source for population, jobs, and land use change data and could include Fresno County data, Dept of Finance and RHNA housing considerations.
- The inventory, forecast, and target analysis will be completed in a combined Excel spreadsheet and summarized in one consolidated report.

Deliverables

- Draft and Final GHG Emissions Forecast Tool (Microsoft Excel)
- Draft and Final GHG Emissions Forecast Memorandum (Word/PDF)

Task 4.3 GHG Emissions Target Setting

The emissions inventory and forecast will serve as the basis to establish future emissions reduction targets. The benefit of using the inventory is that it highlights potential hot spots or areas of inefficiency where major gains can be made at relatively low costs. Target setting will be an iterative process, and final goals will be established once the most practical and defensible goals are established and vetted by the County, community, and partners. Targets will be established for 2030 and 2045 at a minimum, in alignment with SB 32 and AB 1279, as well as the interim years of 2035 and 2040 to provide additional opportunities to track progress over time at regular intervals and confirm progress is being made, and if it is not, to update the initiatives in future iterations of the CAAP. These goals also align with the latest Intergovernmental Panel on Climate Change (IPCC) projections for remaining under 1.5 degrees C (carbon neutrality by midcentury). These science-based targets are currently considered best practice and the minimum GHG reduction targets for consistency with the state.

Assumptions

- Rincon has budgeted for receipt of one set of consolidated comments on each deliverable. Any additional revisions will be completed on a time and materials basis in accordance with Rincon's standard fee schedule (attached).
- Rincon anticipates that the targets will be consistent with current state recommendations, including SB 32 and AB 1279.

Exhibit A

- The inventory, forecast, and target analysis will be completed in a combined Excel spreadsheet and summarized in one consolidated report.

Deliverables

- Draft and Final Target Analysis Memo (Word/PDF)

Task 4.4 Climate Mitigation and Adaptation Measure Development

To begin the climate mitigation and adaptation measure development process, Rincon will review relevant documents, policies, codes, and commitments, and prepare a robust tool, which will summarize and grade the success of, as well as identify hurdles to, the County's existing sustainability policies and programs. This methodology allows the team to ground themselves around previous work conducted to address sustainability initiatives and current conditions in the region. Additionally, it allows Rincon to identify successes and hurdles of past sustainability planning efforts and provides an opportunity to consolidate all existing efforts in one place, as well as review the most current state and regional plans to ensure consistency. The existing climate action and adaptation measures will be organized into a tool which allows County staff to add notes or other information on the status/success of these measures.

Included in this review of existing relevant documents will be review of the Fresno County local climate change vulnerability assessment and Health and Safety Element of the General Plan. The climate change vulnerability assessment evaluates how climate change may impact key community members, natural resources, agriculture, critical facilities, buildings, services, and infrastructure in unincorporated Fresno County. This effort led to the development of climate change adaptation and resilience goals, policies, and implementation programs in Health and Safety Element of the County of Fresno General Plan. Adaptation measures developed for this CAAP will align with and build off of these Health and Safety Element adaptation and resilience goals, policies, and implementation programs.

Rincon will then provide a newly established core suite of draft measures that increase community resilience to climate change impacts and are tied to the GHG reduction targets, GHG emissions inventory and forecast, and past progress. Rincon will provide a scenario planning tool that can iterate on potential levels of implementation for each CAAP measure to

Exhibit A

find a level of implementation that will allow the County to meet its long-term GHG reduction targets.

The design of emission reduction measures will be directly informed by County and community priorities to confirm they are feasible, effective, and reflective of local values. Community input will guide the development of solutions that avoid unintended impacts on disadvantaged communities, address local concerns, and ensure benefits are broadly shared. The CAAP will therefore prioritize strategies that advance community resilience, safeguard public health, support economic vitality, and enhance quality of life, while encouraging stewardship and innovation.

Working with the focus groups and feedback from the community, Rincon will collaboratively develop a community guardrail framework, as described in Task 2.3, to analyze all measures and actions and promote holistic implementation and increase resilience. When a measure does not pass through the guardrails, new actions will be developed to mitigate potential impacts (such as a low-income financing program) or the measure is considered for removal. These measures then can lay the foundation for transformational change and are essential to creating measures and actions that will engage the community and fulfill the emissions reductions goals laid out in the CAAP.

Assumptions

- Rincon has budgeted time for four virtual meetings with County staff throughout the measure development phase. The meetings will be one hour each in length and will be scheduled throughout the measure development process by the County team with various departments to refine the measure and actions.
- Two Rincon staff members will attend each meeting.
- Rincon has budgeted for receipt of one set of consolidated comments on each deliverable. Any additional revisions will be completed on a time and materials basis in accordance with Rincon's standard fee schedule.

Deliverables

- Scenario Planning Tool (Excel)

Exhibit A

- Draft and Final List of CAAP Mitigation and Adaptation Measures and Actions (Word/PDF)

Task 4.5 Funding Strategy

The lack of clear funding opportunities is a key hurdle to implementing GHG emissions reduction measures and actions. Rincon will include a funding and financing plan and will calculate approximate implementation costs and identify potential funding sources for a subset of primary measures (e.g., measures that reduce the most emissions). Specifically, Rincon will work with the County to quantify the anticipated costs for a subset of measures and work with HIP Investors to identify examples of blended financing, and possible funding and financing vehicles for climate action – including examples of public private partnerships, energy savings contracts, private investments, public loan programs, non-predatory on-bill financing, incentive programs targeting disadvantaged communities, and additional creative financing examples. The results of this funding analysis will be summarized in a matrix and incorporated into the draft and final CAAP. The Funding and Financing Matrix is valuable as both an external communication tool, as well as an internal road map to evaluation, analysis, and potential implementation.

Detailed and customized funding and financing matrices provide the community with a potential pathway to capital with an array of suggested funding and financing strategies – potentially including grants, public-private partnership structures, loans, bonds, and taxes – as possible sources of funds, including details via relevant case studies from other cities, counties, or regions. The work scope will include:

- Detailing potential financing or funding options to pursue climate goals
- Showcasing unique case studies for these financing strategies (at least one example to prove it can be done)
- Communicating funding needs and possible options to attract resources and partners
- Creating opportunities for collaboration to scale and drive funds and coordinated climate action

Exhibit A

Assumptions

- Costs will be developed with support from the County for up to five measures based on best available data.
- The Rincon team has budgeted for receipt of one set of consolidated comments on each deliverable. Any additional revisions will be completed on a time and materials basis in accordance with Rincon's standard fee schedule.

Deliverables

- Draft and Final Funding and Financing Matrix (Word/PDF)
- Incorporation of Funding and Financing Strategies into the CAAP

Task 5. Climate Action and Adaptation Plan Document

Task 5.1 Draft and Final CAAP

Once the complete list of measures is reviewed and approved and feedback has been incorporated, Rincon will compile the work completed in the previous steps and develop a user friendly and readable CAAP that leverages infographics, photos, and other visuals whenever possible and leaves all technical documentation to the appendix. Together, these documents will provide actionable next steps and a long-term strategic framework for the County to reach their GHG reduction targets. The CAAP will include both near-term and long-term GHG emissions reduction measures as well as the implementation plan discussed in Task 5.2, Implementation and Monitoring. The CAAP will also set key performance indicators which will help define successful implementation of the CAAP measures and actions as well as measure progress over time. One of the greatest challenges of designing a climate adaptation and action planning document format is the simultaneous need for both clarity and complexity. The document needs to be easily accessible to a wide range of interested parties, while also containing detailed analysis, data, and specific actions. To overcome this hurdle, the team will create a visual executive summary, as well as the main CAAP document, and supplemental appendices summarizing the technical analysis. The CAAP will be developed for optimized online viewing on the County's website.

Assumptions

Exhibit A

- The County will provide one consolidated set of comments on the Administrative Draft and Draft CAAP documents.
- The CAAP will be prepared in Word and transferred into a more graphical form upon final review and receipt of comments from the County on the Administrative Draft. The Draft CAAP presented to the community would be prepared in visual form.
- No hard copies will be provided.

Deliverables

- Administrative Draft CAAP (Word/PDF)
- Draft CAAP (InDesign or similar program/PDF)
- Final CAAP (InDesign or similar program/PDF)

Task 5.2 Implementation and Monitoring

To facilitate implementation and monitoring of the CAAP, Rincon will prepare an Implementation Plan that provides a summary of each of the measures, implementation timeframe, and project lead in a tabular format. In addition, the Implementation Plan will provide a column for the County to take notes and track progress over time. Designing a comprehensive, yet succinct Implementation Plan will provide the County with a tracking mechanism that can be used overtime as progress is made on individual measures and be updated in future iterations of the CAAP, as necessary, to confirm that the County reaches its long-term goals.

Assumptions

- Rincon will prepare an implementation plan to be included in the CAAP document.

Deliverables

- Implementation Plan (Word/PDF)

Task 6. CAAP CEQA Assessment

Task 6.1 CEQA Project Description and Assembly Bill (AB) 52 Letters

Exhibit A

Once the Draft CAAP measures and actions are approved by Fresno County and as part of interested parties/public outreach input, Rincon will prepare the CEQA project description for County review as well as AB 52 tribal outreach letters for County use as required as part of the CEQA process. Specifically, Rincon will request an AB 52 list from the County (if available) or submit a request to the Native American Heritage Commission (NAHC) for the list of AB 52 tribes and, upon response from NAHC, shall prepare correspondence letters regarding the CAAP IS-ND to those tribes. It is assumed that Fresno County will place the AB 52 letters on County letterhead and send to the tribes via certified mail and, if available, also via email.

Assumptions

- County staff will review and approve the CEQA project description prior to the initiation of the CEQA analysis.
- County staff will mail AB 52 letters to NAHC-identified tribes and will conduct tribal consultation outreach activities in accordance with the requirements of AB 52. The County will provide Rincon with details of the AB 52 consultation process for inclusion in the Tribal Cultural Resources section of the IS-ND.

Deliverables

- AB 52 Letters (MS Word)
- Administrative Draft and Final Draft Project Description (MS Word)

Task 6.2 Administrative Draft IS-ND

Once the CEQA Project Description has been approved by the County, Rincon will prepare an Administrative Draft IS-ND for the CAAP. The Administrative Draft IS-ND will include plan- and cumulative-level assessment of the CAAP in accordance with the 2026 CEQA Guidelines Appendix G topical areas.

Assumptions

- Once the Project Description has been approved, substantive changes to the CAAP measures and actions will not be made.
- The CAAP CEQA document will be a programmatic IS-ND.

Deliverable

Exhibit A

- Administrative Draft IS-ND (MS Word)

Task 6.3 Draft IS-ND

Upon receipt of one set of consolidated vetted comments on the Administrative Draft IS-ND from the County, Rincon will address comments and prepare and submit tracked and clean versions of the public Draft IS-ND. In addition, Rincon will prepare the Notice of Intent (NOI) to adopt an IS-ND and Notice of Completion (NOC) forms. It is assumed that the County will e-file the Draft IS-ND and NOI and NOC forms with the State Clearinghouse as well as file the NOI with the County Clerk. The Draft IS-ND will be circulated by the County for public review and comment as well as posted on the County's website.

Assumptions

- County staff will sign and handle NOI noticing and filing with the State Clearinghouse and County Clerk as well as noticing in a local newspaper, including payment of associated fees.
- County staff will post the Draft IS-ND on the County website for a 30-day public review and comment period and handle public notification of the Draft IS-ND.
- No printing or mailing is assumed.

Deliverables

- Tracked and clean Draft IS-ND, including appendices (MS Word and Adobe PDF)
- NOI and NOC forms (Adobe PDF)

Task 6.4 Final IS-ND

Rincon will prepare an Administrative Final IS-ND document, including preparation of responses to public comments received on the Draft IS-ND. Upon receipt of one set of consolidated vetted comments on the Administrative Final IS-ND from the County, Rincon will address comments and prepare and submit tracked and clean versions of the Final IS-ND. This scope of work assumes that no more than ten individual comments would be received on the Draft IS-ND. These assumptions are based on Rincon's prior experience with CAAP projects in the state. Rincon will include the responses to comments in a Final IS-ND appendix.

Exhibit A

Assumptions

- Assistance with preparation of responses to public comments received on the Draft IS-ND will be limited to 10 individual comments included within up to two comment letters.
- County staff will post the Final IS-ND on the County website and handle public notification of the Final IS-ND.

Deliverables

- Administrative Draft and Final IS-ND, including appendices (MS Word and Adobe PDF)

Task 6.5 Final IS-ND Hearing + NOD

Rincon will attend one Final IS-ND public hearing to respond to questions regarding the CEQA analysis. If requested, Rincon will provide MS PowerPoint slides to summarize the CEQA analysis for County use during the public hearing. Rincon will also prepare the Notice of Determination (NOD) form. It is assumed that the County will e-file the NOD form with the State Clearinghouse as well as file with the County Clerk and pay the associated filing fees.

Assumptions

- Rincon's Principal-in-Charge will attend one Final IS-ND public hearing in person.
- The County will sign and handle NOD noticing and filing with the State Clearinghouse and County Clerk, including the coordination and payment of related filing fees.
- The Final IS-ND public hearing will be combined with the Final CAAP public hearing.
- The public hearing will not exceed two hours in length.

Deliverables

- NOD form (Adobe PDF)
- Final IS-ND presentation slides (MS PowerPoint), if requested.

General Scope Assumptions

Exhibit A

This scope was developed with the following assumptions that apply to all tasks within the scope:

- If multiple reviewers submit comments on draft documents, comments will be provided in a single, consolidated MS word file using track changes and any inconsistencies in comments between commenters will be resolved internally before submitting comments to Rincon.
- This scope does not include Americans with Disabilities Act accessibility compliance. However, if the County requires accessibility compliance for posting project documents on its website, Rincon can provide this service at an additional cost
- No hard copies will be provided.

Contingency

Rincon recommends including a contingency in an amount not to exceed \$52,500 for additional, unforeseen, and unanticipated work outside the Scope of Work. Rincon believes in the importance of adaptive management and recognize how pivotal it is in fostering resilience, driving continuous improvement, and effective management of challenges and opportunities. In most instances where Rincon has seen contingency tasks utilized, the completion of the project requires additional staff or community meetings, revisions beyond those anticipated in the original scope of work, and extensions in schedules that result in increased project management time. If this task is selected, it would not be undertaken without express directions by the County in writing.

Exhibit B

Compensation

The Consultant will be compensated for performance of its services under this Agreement as provided in this Exhibit B following acceptance by the Director of Public Works and Planning or Director's designee of the deliverable for which compensation is sought. The Consultant is not entitled to any compensation except as expressly provided in the Agreement and this Exhibit B.

Compensation to the Consultant for CAAP preparation is based on the deliverable schedule in Exhibit A subject to the lump sum rates identified below. Exhibit B-1 identifies the billing rates applicable to Extra Services.

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Exhibit B

Deliverable	Lump Sum
Deliverable 1 Kick-off Meeting and Project Management (Task 1.1 and ~10% of Task 1.2)	\$10,619
Deliverable 2 Education and Engagement Plan; Data Collection for Natural Working Lands Assessment; and Project Management (Tasks 2.1 and 3.1, and ~10% of Task 1.2)	\$27,388
Deliverable 3 Project Website; Emissions Inventory; Forecast; Emissions Target Setting; Community Town Hall Event #1; Board of Supervisors Meeting #1; and Project Management (Tasks 2.2, 4.1, 4.2, 4.3, as well as ~10% of Task 1.2, ~33% of Task 2.5, and ~33% of Task 2.7)	\$96,908
Deliverable 4 Community Guardrails; Community Survey; Carbon Stock Inventory; Community Town Hall Event #2; and Project Management (Tasks 2.3, 2.4, 3.2, as well as ~33% of Task 2.5 and ~10% of Task 1.2)	\$89,364
Deliverable 5 Climate Smart Practices List; Draft Climate Mitigation and Adaptation Measures; and Project Management (Task 3.3, 50% of Task 4.4, and ~10% of Task 1.2)	\$64,093
Deliverable 6 Focus Group Meetings; Climate Smart Practice Quantification; Funding Strategy; Final Climate Mitigation and Adaptation Measures; Community Town Hall Event #3; Board of Supervisors Meeting #2; and Project Management (Tasks 2.6, 3.4, and 4.5 as well as 50% of Task 4.4, ~33% of Task 2.5, ~33% of Task 2.7, and ~10% of Task 1.2)	\$139,958
Deliverable 7 Draft CAAP including Natural and Working Lands Chapter and Project Management (Task 3.5 as well as ~66% of Task 5.1 and ~10% of Task 1.2)	\$63,381
Deliverable 8 Final CAAP; CAAP CEQA Assessment; and Project Management (Task 6, as well as ~33% of Task 5.1 and ~10% of Task 1.2)	\$62,166
Deliverable 9 Implementation and Monitoring Plan; Board of Supervisor Meeting #3; and Project Management (Task 5.2 as well as ~33% of Task 2.7 and ~10% of Task 1.2)	\$21,879
Extra Work	\$52,500.00
Total Basic Fee:	\$575,755.92
Total Basic Fee with Extra Work (Contingency)	\$628,255.92

Exhibit B-1

Hourly Rates for Extra Services

(See Attached.)



Standard Fee Schedule for Environmental Sciences and Planning Services

Professional, Technical and Support Personnel*	Hourly Rate		
	January 1 – December 31, 2025	January 1 – December 31, 2026	January 1 – December 31, 2027
Senior Principal	\$330	\$342	\$354
Principal	\$318	\$329	\$341
Director	\$318	\$329	\$341
Senior Supervisor II	\$302	\$313	\$324
Supervisor I	\$282	\$292	\$302
Senior Professional II	\$264	\$273	\$283
Senior Professional I	\$246	\$255	\$264
Professional IV	\$218	\$226	\$234
Professional III	\$203	\$210	\$217
Professional II	\$180	\$186	\$193
Professional I	\$160	\$166	\$172
Associate III	\$135	\$140	\$145
Associate II	\$121	\$125	\$129
Associate I	\$113	\$117	\$121
Field Technician	\$97	\$100	\$104
Technical Editor	\$152	\$157	\$162
Project Accountant	\$129	\$134	\$139
Billing Specialist	\$111	\$115	\$119
Publishing Specialist	\$124	\$128	\$132
Clerical	\$111	\$115	\$119

* Professional classifications include environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts, data technology experts, and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of \$400.

Reimbursable Expenses

Direct Cost	Rates
Photocopies – B/W	\$0.25 (single-sided), \$0.45 (double-sided)
Photocopies – Color	\$1.55 (single-sided), \$3.10 (double-sided)
Photocopies – 11” by 17”	\$0.55 (B/W), \$3.40 (color)
Oversized Maps	\$8.50/square foot
Digital Production	\$15/CD, \$20/flash drive
Light-Duty and Passenger Vehicles*	\$90/day
4WD and Off-Road Vehicles*	\$150/day

*Current IRS mileage rate for mileage over 50 and for all miles incurred in employee-owned vehicles.

Other Direct Costs. Other direct costs associated with the execution of a project, that are not included in the hourly rates above, are billed at cost plus 16%. These may include, but are not limited to, laboratory and drilling services, subcontractor services, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment, and vehicles other than covered by the above charges.

Annual Escalation. Standard rates subject to 3.5% annual escalation, on January 1.

Payment Terms. All fees will be billed to Client monthly and shall be due and payable upon receipt or as indicated in the contract provisions for the assignment. Invoices are delinquent if not paid within 10 days from receipt or per the contractually required payment terms.



Equipment	Rate
Environmental Site Assessment	
Soil Vapor Extraction Monitoring Equipment	\$160
Four Gas Monitor	\$137
Flame Ionization Detector	\$110
Photo Ionization Detector	\$82
Hand Auger Sampler	\$62
Water Level Indicator, DC Purge Pump	\$46
CAPDash	\$7,500
Natural Resources Field Equipment	
UAS Drone	\$300
Spotting or Fiberoptic Scope	\$170
Petterson Bat Ultrasound Detector/Recording Equipment	\$170
Sound Level Metering Field Package (Anemometer, Tripod and Digital Camera)	\$113
GPS (Sub-meter Accuracy)	\$67
Infrared Sensor Digital Camera or Computer Field Equipment	\$57
Scent Station	\$23
Laser Rangefinder/Altitude	\$11
Pit-fall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar	\$9
Mammal Trap, Large/Small	\$1.55/\$0.55
Water and Marine Resources Equipment	
Boat (20 ft. Boston Whaler or Similar)	\$800
Multi Parameter Sonde (Temp, Cond, Turbidity, DO, pH) with GPS	\$170
Water Quality Equipment (DO, pH, Turbidity, Refractometer, Temperature)	\$62
Refractometer (Salinity) or Turbidity Meter	\$38
Large Block Nets	\$114
Minnow Trap	\$98
Net, Hand/Large Seine	\$57
Field Equipment Packages	
Standard Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet, Safety Equipment, and Botanic Collecting Equipment)	\$114
Remote Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet and Mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	\$144
Amphibian/Vernal Pool Field Package (Digital Camera, GPS, Thermometer, Decon Chlorine, Waders, Float Tube, Hand Net, Field Microscope)	\$170
Fisheries Equipment Package (Waders, Wetsuits, Dip Nets, Seine Nets, Bubblers, Buckets)	\$57
Underwater and Marine Sampling Gear (U/W Photo/Video Camera, Scuba Equipment (Tanks, BCD, Regulators, Wetsuits, etc.))	\$57/diver
Marine Field Package (PFDs – Personal Flotation Devices, 100-foot Reel Tapes with Stainless Carabiners, Pelican Floats, Underwater Slates, Thermometer, Refractometer, Anemometer, Various Field Guides)	\$100
Insurance, Hazard and Fees	
Historic Research Fees	\$55
L&H Dive Insurance	\$57/diver
Level C Health and Safety	\$70/person

Exhibit C

Self-Dealing Transaction Disclosure Form

In order to conduct business with the County of Fresno ("County"), members of a contractor's board of directors ("County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest."

The definition above will be used for purposes of completing this disclosure form.

Instructions

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.

The form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Exhibit C

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code § 5233 (a)			
(5) Authorized Signature			
Signature:		Date:	

Exhibit D

Insurance Requirements

1. Required Policies

Without limiting the County's right to obtain indemnification from the Consultant or any third parties, Consultant, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Consultant shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Consultant's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (E) **Professional Liability.** Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Consultant shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the Consultant shall purchase extended reporting coverage on its claims-made.
- (F) **Cyber Liability.** Cyber liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence. Coverage must include claims involving Cyber Risks. The cyber liability policy must be endorsed to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Consultant.

Definition of Cyber Risks. "Cyber Risks" include but are not limited to (i) Security Breach, which may include Disclosure of Personal Information to an Unauthorized Third Party; (ii) data breach; (iii) breach of any of the Consultant's obligations under Article 1 of this Agreement; (iv) system failure; (v) data recovery; (vi) failure to timely disclose data breach or Security Breach; (vii) failure to comply with privacy policy; (viii) payment card

Exhibit D

liabilities and costs; (ix) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (x) invasion of privacy, including release of private information; (xi) information theft; (xii) damage to or destruction or alteration of electronic information; (xiii) cyber extortion; (xiv) extortion related to the Consultant's obligations under this Agreement regarding electronic information, including Personal Information; (xv) fraudulent instruction; (xvi) funds transfer fraud; (xvii) telephone fraud; (xviii) network security; (xix) data breach response costs, including Security Breach response costs; (xx) regulatory fines and penalties related to the Consultant's obligations under this Agreement regarding electronic information, including Personal Information; and (xxi) credit monitoring expenses.

2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the Consultant signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Consultant shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.
- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Consultant has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
 - (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Consultant's policy.
 - (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
 - (iv) The professional liability insurance certificate, if it is a claims-made policy, must also state the retroactive date of the policy, which must be prior to the date on which services began under this Agreement.
- (G) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and

Exhibit D

possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.

- (H) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Consultant shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Consultant shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Consultant shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Consultant or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- (I) **County's Entitlement to Greater Coverage.** If the Consultant has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Consultant shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.
- (J) **Waiver of Subrogation.** The Consultant waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Consultant is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Consultant's waiver of subrogation under this paragraph is effective whether or not the Consultant obtains such an endorsement.
- (K) **County's Remedy for Consultant's Failure to Maintain.** If the Consultant fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Consultant. The County may offset such charges against any amounts owed by the County to the Consultant under this Agreement.
- (L) **Subcontractors.** The Consultant shall require and verify that all subcontractors used by the Consultant to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Consultant to provide services under this Agreement using subcontractors.