

**Administering Agency:** Nevada County Community Development Agency – Planning Department

**Contract No.** \_\_\_\_\_

**Contract Description:** Climate Action and Adaptation Plan (CAAP)

## PROFESSIONAL SERVICES CONTRACT

**THIS PROFESSIONAL SERVICES CONTRACT:** (“Contract”) is made at Nevada City, California, as of February 11, 2025 by and between the County of Nevada, (“County”), and Rincon Consultants, Inc. (“Party”), who agree as follows:

1. **Services** Subject to the terms and conditions set forth in this Contract, Contractor shall provide the services described in Exhibit A. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment** County shall pay Contractor for services rendered pursuant to this Contract at the time and in the amount set forth in Exhibit B. The payments specified in Exhibit B shall be the only payment made to Contractor for services rendered pursuant to this Contract. Contractor shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Contractor uses for billing clients similar to County. **The amount of the contract shall not exceed Three Hundred Ninety Seven Thousand and Four Hundred and Forty One Dollars (\$397,441.00 ).**
3. **Term** This Contract shall commence on February 11, 2025. All services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** of: July 31, 2026.
4. **Facilities, Equipment and Other Materials** Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Contract.
5. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
6. **Electronic Signatures** The Parties acknowledge and agree that this Contract may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, “electronic signature” shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
7. **Time for Performance** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A, or elsewhere in this Contract, shall constitute material breach of this contract. Contractor shall devote such time to the performance of services pursuant to this Contract as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Contract. Neither Party shall be considered in default of this Contract to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the Party.
8. **Liquidated Damages**  
Liquidated Damages are presented as an estimate of an intangible loss to the County. It is a provision that allows for the payment of a specified sum should Contractor be in breach of contract. Liquidated Damages  shall apply  shall not apply to this contract. Liquidated Damages applicable to this contract are incorporated in Exhibit E, attached hereto.
9. **Relationship of Parties**

9.1. **Independent Contractor**

In providing services herein, Contractor, and the agents and employees thereof, shall work in an independent capacity and as an independent contractor and not as agents or employees of County. Contractor acknowledges that it customarily engages independently in the trade, occupation, or business as that involved in the work required herein. Further, the Parties agree that Contractor shall perform the work required herein free from the control and direction of County, and that the nature of the work is outside the usual course of County's business. In performing the work required herein, Contractor shall not be entitled to any employment benefits, Workers' Compensation, or other programs afforded to County employees. Contractor shall hold County harmless and indemnify County against such claim by its agents or employees. County makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Contractor specifically assumes the responsibility for making such determination. Contractor shall be responsible for all reports and obligations including but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation and other applicable federal and state taxes.

9.2. **No Agent Authority** Contractor shall have no power to incur any debt, obligation, or liability on behalf of County or otherwise to act on behalf of County as an agent. Neither County nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Contract. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of County.

9.3. **Indemnification of CalPERS Determination** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing service under this Contract is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for all payments on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

10. **Assignment and Subcontracting** Except as specifically provided herein, the rights, responsibilities, duties and services to be performed under this Contract are personal to Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute or replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor, and assignee to comply with the insurance provisions **and information technology security provisions** set forth herein, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor, and assignee shall constitute a material breach of this Contract, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

11. **Licenses, Permits, Etc.** Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, obtain or keep in effect at all times during the term of this Contract, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.

12. **Hold Harmless and Indemnification Contract** To the fullest extent permitted by law, each Party (the "Indemnifying Party") hereby agrees to protect, defend, indemnify, and hold the other Party (the "Indemnified Party"), its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from the Indemnifying Party's negligent act, willful misconduct, or error or omission, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the

Indemnified Party arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Indemnified Party) and without limitation, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Contract. The Indemnifying Party agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Indemnifying Party, using legal counsel approved in writing by Indemnified Party. Indemnifying Party also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against either Party or to enlarge in any way either Party's liability but is intended solely to provide for indemnification of the Indemnified Party from liability for damages, or injuries to third persons or property, arising from or in connection with Indemnifying Party's performance pursuant to this Contract. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Contract.

13. **Standard of Performance** Contractor shall perform all services required pursuant to this Contract in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to County pursuant to this Contract shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.
14. **Contractor without additional compensation** Contractor's personnel, when on County's premises and when accessing County network remotely, shall comply with County's regulations regarding security, remote access, safety and professional conduct, including but not limited to Nevada County Security Policy NCSP-102 Nevada County External User Policy and Account Application regarding data and access security. Contractor personnel will solely utilize County's privileged access management platform for all remote access support functions, unless other methods are granted in writing by County's Chief Information Officer or his/her designee.
15. **Prevailing Wage and Apprentices** To the extent made applicable by law, performance of this Contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code section 1720, et seq., and shall be in conformity with Title 8 of the California Code of Regulations section 200 et seq., relating to apprenticeship. Where applicable:
  - Contractor shall comply with the provisions thereof at the commencement of services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.
  - Contractor and all subcontractors must comply with the requirements of Labor Code section 1771.1(a) pertaining to registration of contractors pursuant to section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of the Contract.
  - Contracts to which prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor and each subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.
  - County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.

16. **Accessibility** It is the policy of County that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall comply with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct services are and shall be accessible to all persons.
17. **Nondiscriminatory Employment** Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or sexual orientation, or any other legally protected category, in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
18. **Drug-Free Workplace** Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of State grants to maintain a "drug-free workplace". Every person or organization awarded a contract for the procurement of any property or services shall certify as required under Government Code Section 8355-8357 that it will provide a drug-free workplace.
19. **Political Activities** Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.
20. **Debarment** In order to prohibit the procurement of any goods or services ultimately funded by Federal awards from debarred, suspended or otherwise excluded parties, Contractor shall be screened at [www.sam.gov](http://www.sam.gov). to ensure Contractor, its principal and their named subcontractors are not debarred, suspended or otherwise excluded by the United States Government in compliance with the requirements of 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
21. **Financial, Statistical and Contract-Related Records:**
  - 19.1. **Books and Records** Contractor shall maintain statistical records and submit reports as required by County. Contractor shall also maintain accounting and administrative books and records, program procedures and documentation relating to licensure and accreditation as they pertain to this Contract. All such financial, statistical and contract-related records shall be retained for five (5) years or until program review findings and/or audit findings are resolved, whichever is later. Such records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records, including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits.
  - 19.2. **Inspection** Upon reasonable advance notice and during normal business hours or at such other times as may be agreed upon, Contractor shall make all of its books and records, including general business records, available for inspection, examination or copying, to County, or to the State Department of Health Care Services, the Federal Department of Health and Human Services, the Controller General of the United States and to all other authorized federal and state agencies, or their duly authorized representatives.
  - 19.3. **Audit** Contractor shall permit the aforesaid agencies or their duly authorized representatives to audit all books, accounts or records relating to this Contract, and all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. All such records shall be available for inspection by auditors designated by County or State, at reasonable times during normal business hours. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within fifteen (15) days upon delivery of written notice from County. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charge of five percent (5%) or more of the **correct amount** owed during the audit period.

22. **Termination**

- A. A material breach, as defined pursuant to the terms of this Contract or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this Contract, or both, without notice.
- B. If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) calendar days written notice to Contractor.**
- C. Either Party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of Contractor, Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which Contractor has no control.
- D. County, upon giving **thirty (30) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

In the event this Contract is terminated:

- 1) Contractor shall deliver copies of all writings prepared by it pursuant to this Contract. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostatting, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
- 2) County shall have full ownership and control of all such writings delivered by Contractor pursuant to this Contract.
- 3) County shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Contract not to exceed the amount documented by Contractor and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the Contract specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Contract. In this regard, Contractor shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.

23. **Intellectual Property** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of County. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to County all right, title, and interest, including all copyrights and other intellectual property rights, in or to the "works made for hire." Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Contract, without County's prior express written consent. To the extent County provides any of its own original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto, to Contractor during this Contract, such information shall remain the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception.

24. **Waiver** One or more waivers by one Party of any major or minor breach or default of any provision, term, condition, or covenant of this Contract shall not operate as a waiver of any subsequent breach or default by the other Party.
25. **Conflict of Interest** Contractor certifies that no official or employee of County, nor any business entity in which an official of County has an interest, has been employed or retained to solicit or aid in the procuring of this Contract. In addition, Contractor agrees that no such person will be employed in the performance of this Contract unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County's Personnel Code.
26. **Entirety of Contract** This Contract contains the entire Contract of County and Contractor with respect to the subject matter hereof, and no other contract, statement, or promise made by any Party, or to any employee, officer or agent of any Party, which is not contained in this Contract, shall be binding or valid.
27. **Alteration** No waiver, alteration, modification, or termination of this Contract shall be valid unless made in writing and signed by all Parties, except as expressly provided in Section 22, Termination.
28. **Governing Law and Venue** This Contract is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. The venue for any legal proceedings regarding this Contract shall be the County of Nevada, State of California. Each Party waives any federal court removal and/or original jurisdiction rights it may have.
29. **Compliance with Applicable Laws** Contractor and any subcontractors shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the services or type of services to be provided by this Contract.
30. **Subrecipient** This contract  shall not  shall be subject to subrecipient status as such: the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 et al (commonly referred to as the "OMB Super Circular" or "Uniform Guidance"). A copy of these regulations is available at the link provided herein for the Code of Federal Regulations.  
[https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
31. **Additional Contractor Responsibilities**
- A. To the extent Contractor is a mandated reporter of suspected child and/or dependent adult abuse and neglect, it shall ensure that its employees, agents, volunteers, subcontractors, and independent contractors are made aware of, understand, and comply with all reporting requirements. Contractor shall immediately notify County of any incident or condition resulting in injury, harm, or risk of harm to any child or dependent adult served under this Contract.
  - B. Contractor will immediately notify County of any active complaints, lawsuits, licensing or regulatory investigations, reports of fraud or malfeasance, or criminal investigations regarding its operations. Contractor agrees to work cooperatively with County in response to any investigation commenced by County with regard to this Contract or the clients served herein, including providing any/all records requested by County related thereto.
  - C. Contractor shall employ reasonable background check procedures on all employees, prospective employees, volunteers and consultants performing work involving direct contact with minor children or dependent adults under this Contract, including fingerprinting and criminal records checks, sexual offender registry checks, and reference checks, including both personal and professional references.

32. **Information Technology Security Requirements** This contract  shall not  shall be subject to Exhibit F, "Information Technology Security," which is attached and incorporated by this reference. Contractor's failure to comply with the requirements in Exhibit F is a material breach of this Agreement.

33. **Confidentiality** Contractor, its employees, agents and or subcontractors may come in contact with documents that contain information regarding matters that must be kept confidential by County, including personally identifiable patient or client information. Even information that might not be considered confidential for the usual reasons of protecting non-public records should be considered by Contractor to be confidential.

Contractor agrees to maintain confidentiality of information and records as required by applicable federal, state, and local laws, regulations and rules and recognized standards of professional practice.

Notwithstanding any other provision of this Contract, Contractor agrees to protect the confidentiality of any confidential information with which Contractor may come into contact in the process of performing its contracted services. This information includes but is not limited to all written, oral, visual and printed patient or client information, including but not limited to: names, addresses, social security numbers, date of birth, driver's license number, case numbers, services provided, social and economic conditions or circumstances, agency evaluation of personal information, and medical data.

Contractor shall not retain, copy, use, or disclose this information in any manner for any purpose that is not specifically permitted by this Contract. Violation of the confidentiality of patient or client information may, at the option of County, be considered a material breach of this Contract.

34. **Notification** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the Parties as follows:

**COUNTY OF NEVADA:**

Nevada County  
Planning Department  
Address: 950 Maidu Ave  
City, St, Zip Nevada City, CA 95959  
Attn: Brian Foss, Planning Director  
Email: [brian.foss@nevadacountyca.gov](mailto:brian.foss@nevadacountyca.gov)

Phone: (530) 265-1222

**CONTRACTOR:**

Name of firm  
Rincon Consultants, Inc.  
Address 4825 J Street, Suite 200  
City, St, Zip Sacramento, CA 95819  
Attn: Anna Yip and Erik Feldman  
Email: [ayip@rinconconsultants.com](mailto:ayip@rinconconsultants.com),  
[efeldman@rinconconsultants.com](mailto:efeldman@rinconconsultants.com)

Phone: (916) 706-1374

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

**Authority:** All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

**IN WITNESS WHEREOF**, the Parties have executed this Contract to begin on the Effective Date.

**COUNTY OF NEVADA:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name/Title: Honorable Heidi Hall, Chair, of the Board of Supervisors

By: \_\_\_\_\_  
Attest: Clerk of the Board of Supervisors, or designee

Approved as to Form – County Counsel:

By: \_\_\_\_\_ Date: \_\_\_\_\_

**CONTRACTOR:** Rincon Consultants, Inc.

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: Erik Fledman

\* Title: LEED AP, Principal

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: Anna Yip

\* Title: Project Manager

***\*If Contractor is a corporation, this Contract must be signed by two corporate officers; one of which must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation (California Corporations Code Sec. 313).***

**Exhibits**

- A. [Schedule of Services](#)
  - B. [Schedule of Charges and Payments](#)
  - C. [Insurance Requirements](#)
  - D. [Information Technology Security](#)
- Summary [Page](#)



# EXHIBIT A

## SCHEDULE OF SERVICES

Contractor will be responsible to preform services needed to prepare a Climate Action Adaptation Plan including community engagement, GHG emission research, climate change impacts, and California Environmental Quality Act (CEQA) review.

### **Approach:**

The contractor will support the development of Nevada County's CAAP by leading community engagement, including outreach, education, and equity initiatives. The contractor will assist in creating GHG emissions inventories, conducting a climate change vulnerability assessment (CCVA), and developing strategic climate actions.

The contractor will ensure adaptive management, continuous stakeholder involvement, and scientific rigor throughout the process. Emphasis will be placed on engaging underrepresented groups, using advanced data tools, and maintaining transparent documentation for effective monitoring.

Actions will prioritize vulnerable communities, focusing on cost-effective mitigation and adaptation strategies aligned with the County's goals for efficient resource allocation and successful plan implementation.

### **Task 1: Community Engagement and Coordination**

#### **Subtask 1.1: Community Engagement Strategy (CES)**

The core pillars of the community engagement approach are the focus on outreach, education, and equity. It is acknowledged that even the best policies and programs will have limited impact when they do not reflect community priorities. To work towards this goal, the Contractor shall develop a Community Engagement Strategy (CES) that will bring a wide range of interested parties to the table and empower the County to build stronger relationships that can be fostered over time to support the implementation of the CAAP after project completion.

A CES provides a clear path and guide for effective and comprehensive community involvement that is tied to planning goals and objectives. The CES shall be shaped by the input and guidance from the County team, as well as the Western County Climate Coalition and the Climate Transformation Alliance. The CES will include the outreach and engagement strategy and activities, key audiences, the messages, reach methods (person-to-person, online/email, print, social media, local online news, etc.), and channels.

It will also include a Community Profile, which will detail demographics and unique social characteristics regarding the Nevada County community. The Community Profile will shed light on the community's needs, strengths, and challenges and will be used to guide the Contractor's adaptive management approach to ensure engagement outcomes are representative and aligned with the community.

The engagement activities outlined in the CES will likely include a mix of Steering Committee meetings, targeted community workshops, outreach at existing community events, and online surveying. The CES will identify engagement strategies that support representation across various groups and communities that might otherwise be underrepresented. It will also outline the list of Steering Committee members (see Task 1.2 Steering Committee Engagement Meetings (Six)).

The CES will identify when specific activities should occur to achieve the highest impact, including materials and tools needed, key responsibilities, timeframe, and ongoing activities. The CES will detail the planned approach for each meeting, workshop, and community event, as well as set timelines for executing tasks and activities. A potential outline for the CES is provided below, although the Contractor expects to finalize the outline alongside the County.

- Introduction and Purpose
- Vision Statement
- Community Profile

- Community Engagement Goals and Objectives
- Measurements of Success
- Target Audiences
- Translation Services
- Key Engagement Activities
  - Steering Committee
  - Community Engagement Workshops
  - Online Community Survey

The contractor shall monitor and adapt engagement activities throughout the project, working closely with the County team and Steering Committee. This includes collecting and analyzing data on engagement outcomes to identify successes and areas for improvement, ensuring continued community representation.

The contractor will collaborate with County staff to map survey responses and feedback from engagement events. This data will inform adjustments to future activities, focusing on reaching climate-vulnerable communities that were previously underrepresented. The contractor will also work with the County, the Western County Climate Coalition, the Climate Transformation Alliance, and community-based organizations to refine engagement strategies as needed.

**Assumptions:**

- The County shall provide a single, consolidated set of comments from the County team, the Western County Climate Coalition, and the Climate Transformation Alliance on the draft CES.
- The Contractor shall budget for receipt of one set of consolidated comments per deliverable. Any additional revisions beyond the initial set of comments will be billed on a time-and-materials basis in accordance with the standard fee schedule (Section G).

**Deliverables:**

- Map of engagement results and demographic profile charts, provided up to three times during the engagement process.
- Draft and Final CES, including Steering Committee List.

**Subtask 1.2: Steering Committee Engagement Meetings (Six)**

The Contractor shall organize and facilitate a Steering Committee consisting of community members who have a vested interest in the development and implementation of the CAAP. The members of this group shall possess the expertise, unique perspectives, and the time and ability to commit to participating in multiple meetings. The Steering Committee will serve as a critical advisory group, providing valuable input, identifying opportunities, and acting as a direct connection to the broader community throughout the CAAP development process. The Committee members will represent the community as fully as possible, including individuals from community organizations, partner agencies, and other key stakeholders.

The Steering Committee will function as one of the CAAP's primary advocacy groups, speaking knowledgeably about the CAAP process and articulating the value of the implementation actions. Additionally, Steering Committee members may assist in further outreach by holding smaller meetings within their own networks to share information and gather feedback, which will be relayed back to the larger project team.

To support the participation of key members who might otherwise be unable to engage, the Contractor has allocated a budget for stipends, mini-grants, childcare, or other services that will provide greater access to participation on the Steering Committee. This approach has proven essential for freeing up key community members and strengthening partnerships with Community-Based Organizations (CBOs) that would otherwise face barriers to participation. It will also ensure robust and active Steering Committee involvement.

The list of Steering Committee members will be finalized as part of the preparation for the Community Engagement Strategy (CES) under Task 1.1. This process will be guided by the County team, the Western County Climate Coalition, and the Climate Transformation Alliance. Potential members could include individuals from the following

organizations, ensuring geographic diversity and representation of various perspectives:

- Western County Climate Coalition
- Climate Transformation Alliance
- Sierra Business Council
- California Heritage Indigenous Research Project (Nevada City Rancheria Nisenan Tribe)
- Washoe Tribe of Nevada and California
- Truckee Donner Public Utility District
- Connecting Point
- Fire Safe Council of Nevada County
- Bear Yuba Land Trust
- California Native Plant Society Redbud Chapter
- Sierra Streams Institute
- South Yuba River Citizens Lobby
- Citizens' Climate Lobby Nevada County and North Tahoe Chapters
- U.S. Forestry Service Tahoe National Forest
- Sierra Nevada Conservancy
- Mountain Housing Council
- Nevada County Chambers of Commerce

This task includes the facilitation of six Steering Committee meetings, each lasting up to two hours. Two of these meetings are budgeted to be held in-person, with a virtual participation option.

The following meeting outline is proposed, though the Contractor will collaborate with the County team to finalize the agendas:

- **Meeting 1:** Introduction to the effort, roles and responsibilities, Q&A, review of existing documents/policies/programs (in-person/virtual hybrid)
- **Meeting 2:** Existing conditions and projections – GHG inventory and emissions reduction targets (virtual)
- **Meeting 3:** Climate Change Vulnerability Assessment (CCVA) (virtual)
- **Meeting 4:** Measures and Actions: GHG Mitigation (virtual)
- **Meeting 5:** Measures and Actions: Adaptation (virtual)
- **Meeting 6:** Review of Draft CAAP (in-person/virtual hybrid)

The Steering Committee shall consist of approximately 20 members. The Contractor will work with the County staff to design the structure of each meeting, develop presentations and materials, provide facilitation services, take meeting notes, and prepare a meeting summary for each session. The Contractor will also assist in brainstorming the approach for each meeting, oversee the development of technical documentation and presentation slide decks, and be in attendance during the meetings to answer any technical questions.

**Assumptions:**

- The County will host the virtual Steering Committee meetings.
- The County will secure venues for the in-person Steering Committee meetings.
- The County team will assist in identifying and inviting Steering Committee members during the preparation of the Community Engagement Strategy (Task 1.1).
- The County will invite each Steering Committee member via email and phone call.
- Any additional Steering Committee meetings beyond the six specified in this scope will incur an additional stipend charge.
- The Contractor has budgeted for receipt of one set of consolidated comments for each deliverable. Any additional revisions beyond the initial comments will be billed on a time-and-materials basis according to the standard fee schedule (Section G).
- Steering Committee meetings are expected to last no longer than two hours.
- Stipends will be distributed by check to Steering Committee members.

- The County will determine how stipends are allocated among Steering Committee members.

**Deliverables:**

- Facilitation of up to six Steering Committee meetings, with up to two Contractor staff members in attendance.
- Draft and final meeting presentation slide decks, materials, exit surveys, and meeting summaries for each Steering Committee meeting.
- Up to two Contractor staff members in attendance at each Steering Committee meeting to assist with questions and provide technical support.

**Subtask 1.3: Community Engagement Workshops (Four)**

The Contractor shall collaborate with the County to organize and facilitate up to four interactive community engagement workshops. These workshops may take the form of open houses, pop-up events, or more traditional workshops, depending on the desired outcomes and the most effective way to engage the community. The workshops will be in-person and designed to encourage active participation and input from attendees. The Contractor shall divide the four workshops between Truckee and Nevada City. The County will be responsible for securing the venue and distributing community event notices to the public. The Contractor will develop the agenda, create meeting materials, design the presentation and flyer, and facilitate the workshops. Additionally, the Contractor will record the meeting on large-scale paper wall graphics to visually capture the ideas and feedback as they are developed.

To ensure equitable engagement, especially with communities that have historically faced barriers to participating in traditional workshops, the Contractor has allocated a portion of the budget for stipends, mini-grants, childcare, or other services that will improve access and enable broader participation.

The workshops will be scheduled at critical points in the CAAP development process, ensuring that timely input is gathered from the community. The specific focus areas for each workshop will be determined, though the Contractor will finalize the agendas in collaboration with the County.

**Proposed Workshop Schedule:**

- **Workshop 1:** Solicit input on GHG inventory and Climate Change Vulnerability Assessment (CCVA) (Truckee)
- **Workshop 2:** Solicit input on GHG inventory and CCVA (Nevada City)
- **Workshop 3:** Solicit input on Draft Measures and Actions (Truckee)
- **Workshop 4:** Solicit input on Draft Measures and Actions (Nevada City)

**Assumptions:**

- The County will secure venues for the workshops.
- The County will handle advertising and outreach for the workshops.
- The County will print engagement materials as necessary.
- Each workshop will be up to 1.5 hours in length.
- Workshops 1 and 2 will be scheduled on two consecutive days, as will Workshops 3 and 4.
- Translation services will be provided by the County as needed.
- Any additional community engagement workshops beyond the four specified in this scope will incur additional costs, which will depend on the type of engagement (e.g., open house, pop-ups, or traditional workshops).
- The Contractor has budgeted for receipt of one set of consolidated comments per deliverable. Any additional revisions beyond the initial comments will be completed on a time-and-materials basis, according to the Contractor's standard fee schedule (Section G).
- A portion of the budget will be allocated for stipends, mini-grants, childcare, or other services to facilitate participation.

**Deliverables:**

- Plan and develop four community engagement workshops.
- Facilitate four community engagement workshops, with up to two Contractor staff members in attendance.
- Draft and final meeting presentations, materials, and meeting summaries for each workshop.
- Up to two Contractor staff members in attendance at each workshop to assist with answering questions and providing technical support.

**Subtask 1.4: Online Community Surveys (Two)**

The Contractor shall conduct two online community surveys as part of the CAAP development process.

**Survey 1:** The first survey will be developed and distributed during the early stages of the CAAP process, in alignment with Steering Committee Meeting 1. The purpose of this survey is to gather community input on the most significant climate change concerns, actions taken or willingness to take action, and priorities related to climate hazards. The survey will be created using SurveyMonkey or a similar online survey platform.

**Survey 2:** The second survey will be an interactive Strategy Prioritization survey, designed to gather community feedback during the measures and actions refinement and prioritization phase of the CAAP (Task 4.2 Draft Measures and Actions). The Contractor will use previous deliverables, including the Measure Analysis and Success Tracking (MAST) tool, GHG Emissions Inventory and Forecast, the Climate Change Vulnerability Assessment (CCVA) from Task 2, and the SPARQ tool from Task 4 (Climate Action, Adaptation, and Resiliency Strategies) to inform and develop this survey.

This second survey will be developed using an interactive online platform capable of simulating different scenarios and planning outcomes. It will present a selection of sector-based strategies from the draft measures and actions list and ask respondents to select their preferred combination of strategies to achieve Nevada County's emissions reduction goals. Respondents will be given three options (e.g., low, medium, high) for each type of strategy, corresponding to different levels of GHG emissions reduction impact. Respondents will need to select enough medium and high-impact strategies to meet the required emissions reduction goal for Nevada County. Additionally, respondents will be able to rank and prioritize their choices. The purpose of this survey is to determine which strategies the community is willing to adopt and prioritize in order to meet the County's GHG reduction goals. The survey platform will offer robust statistical analysis, which will provide valuable insights into community preferences and sentiments regarding the proposed strategies.

The Contractor will prepare draft Word documents for both surveys, which will be reviewed and edited by the County prior to being uploaded to the online survey platform. The County staff will review each draft survey and provide one round of edits before the final survey is published. The County will be responsible for distributing the survey to the community. The Contractor will prepare summary reports highlighting the key findings based on survey results.

To incentivize participation, the Contractor will offer two Visa Gift Cards (one for each survey) to randomly selected individuals who complete the surveys. The Contractor will collect email contact information from participants who wish to be included in the raffle, ensuring that this information is kept separate from survey responses to maintain anonymity. The Contractor will randomly select the winners and provide the contact information to the County for distribution of the gift cards.

**Assumptions:**

- The County will be responsible for disseminating the survey to the community.
- The County will be responsible for distributing the Visa Gift Card to the raffle winners.

- The Contractor has budgeted for receipt of one set of consolidated comments per deliverable. Any additional revisions beyond this will be completed on a time-and-materials basis, according to the Contractor's standard fee schedule (Section G).

**Deliverables:**

- Draft surveys in Word format.
- Draft and final online surveys.
- Contact information for raffle winners.
- Summary report of survey results.

**Subtask Task 1.5 Outreach at Existing Events (Four)**

The Contractor will work with the County to identify the appropriate forums for attendance at up to four existing events in Nevada County. Attendance at these events may be in the form of staffing a table or making a presentation, depending on the format of the existing event. The County will register or sign up to participate in the events and will pay any fees associated with participation. The Contractor team will develop the materials and/or presentation, as well as attend the event as the lead facilitator.

**Assumptions**

- The County will register or sign up to participate in the events and will pay for any fees associated with participation.
- The County will advertise and provide outreach for the activities.
- Contractor will develop engagement materials.
- The County will print engagement materials, as needed.
- Up to two consultant staff will attend events.
- Event participation will be up to one and a half hours in length.
- Translation services will be provided by the County or CBOs, as needed.
- Each additional event that the consultants participate in (beyond the four that are scoped) will cost an additional fee, depending on the type of engagement (e.g., tabling event, presentation).
- The Contractor 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 the standard fee schedule (Section G).

**Deliverables**

- Develop participation plan for four events
- Participate in four community events
- Event materials and participation summary

**Task 1.6 Community Engagement Strategy Summary Memorandum**

Contractor will track and record input gathered from all community engagement activities. This input will be analyzed and summarized in a CES Summary Memorandum, which will be included in the final CAAP.

**Assumptions**

- The County will provide one consolidated set of comments from the County team, the Western County Climate Coalition, and the Climate Transformation Alliance on the draft CES Summary Memorandum.

**Deliverables**

- Draft and Final CES Summary Memorandum

**Task 2: Existing Conditions and Projections**

**Subtask 2.1: GHG Emissions Inventory Peer Review and Support**

The Contractor shall provide technical guidance and peer review in support of the GHG inventory effort for the unincorporated areas of Nevada County, as outlined in the Memorandum of Understanding (MOU) with the Sierra Business Council (SBC). The Contractor's role will be to offer expert review and technical feedback on the GHG

inventory developed by SBC. The Contractor's extensive experience and longstanding relationship with SBC, including prior collaboration on other Sierra Nevada projects, ensures that the GHG inventory process will produce robust and reliable data, which will be crucial for forecasting targets and developing the CAAP.

**Assumptions:**

- SBC will be responsible for completing the GHG Inventory for Nevada County.
- The Contractor will allocate 20 hours for the peer review of SBC's GHG inventory. Any additional reviews will be completed on a time-and-materials basis, in accordance with the Contractor's standard fee schedule (Section G).

**Deliverables:**

- Enhanced activity data for the transportation sector

**Subtask 2.2: GHG Emissions Forecast**

Upon approval of the GHG inventory by County staff, the Contractor will utilize its forecasting tool to prepare both a Business-As-Usual (BAU) forecast and an adjusted forecast of expected GHG emissions for the years 2030 and 2045. These years are aligned with the major milestone years of SB 32 and the 2022 Scoping Plan. The BAU forecast will account for projected population growth and land use changes. The Contractor will collaborate with the County to identify the most appropriate data sources for population, jobs, and land use change, which may include data from Nevada County, the California Department of Finance, and Regional Housing Needs Assessment figures from the Nevada County General Plan, Chapter 8: Housing Element.

Following the calculation of the BAU forecast, the Contractor will prepare an "adjusted" forecast, which will factor in expected changes in federal, state, and local regulations. These regulations will include emission factor changes resulting from increased carbon-free electricity in electric utility grid mixes, the Low Carbon Fuel Standard, the Pavley Clean Car Standards, the Advanced Clean Cars Program, the Renewables Portfolio Standard, SB 100, and Title 24. The adjusted forecast will estimate how these regulations will impact future GHG emissions levels and will inform the development of GHG reduction targets as part of Task 3: GHG Reduction Targets, ensuring accurate projections of emissions growth and the amount of GHG emissions that the County will need to reduce to meet established targets.

Additionally, the Contractor will forecast the impacts of the proposed emissions reduction measures from the CAAP, as outlined in Task 4: Climate Action, Adaptation, and Resilience Strategies. These impacts will be modeled through the Contractor's SPARQ tool, which will be used to assess the effectiveness of the identified strategies (see Task 4.1 Draft Measures and Actions). The Contractor will provide a draft of the forecast tool and a detailed technical report, summarizing the methodology, data inputs, and findings, for review by the County. Following the County's feedback, the Contractor will finalize the deliverables.

**Assumptions:**

- The County will collaborate with the Contractor to identify the best data sources for population, jobs, and land use change.
- The Contractor will allocate budget 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 the Contractor's standard fee schedule (Section G).

**Deliverables:**

- Draft and Final Forecast Tool
- Draft and Final Technical Memorandum

**Subtask 2.3: Climate Change Vulnerability Assessment (CCVA)**

In collaboration with County staff and associated parties, and in consultation with the Western County Climate Coalition, the Climate Transformation Alliance, and the Steering Committee, and with input from the broader community, Contractor shall prepare a Climate Change Vulnerability Assessment (CCVA). The CCVA will detail the

anticipated climate impacts in the unincorporated areas of Nevada County, including, but not limited to, increases in temperature, more intense and frequent heat waves, more intense and frequent drought, increased localized flooding, worsening air quality, and more severe and frequent wildfires. The CCVA will illustrate how climate change is expected to evolve over time throughout Nevada County and will serve as a tool to effectively communicate the anticipated impacts of climate change on the community.

Contractor, in coordination with the associated parties, will collaboratively evaluate climate scenarios and identify key current and future climate hazards that Nevada County faces, drawing from California's Fifth Climate Change Assessment (CCVA). The CCVA will be prepared in alignment with the latest (2020) California Adaptation Planning Guide and the Office of Planning and Research's General Plan Guidelines. Contractor will also use existing maps and data from available sources of geospatial information, including, but not limited to, the following:

- California's Fifth Climate Change Assessment
- CalEnviroScreen 4.0 to identify vulnerable populations
- Nevada County Local Hazard Mitigation Plan
- Sierra Nevada Climate Vulnerability Assessment
- Recreation and Resiliency Master Plan
- Nevada County Community Wildfire Protection Plan

### **Social Vulnerability**

A key component of the CCVA will involve evaluating the potential for climate change to disproportionately impact vulnerable population groups (e.g., seniors, children, low-income communities, linguistically isolated populations, etc.). This information will be used to help the County develop targeted Climate Action and Adaptation Plan (CAAP) measures and actions that ensure equitable distribution of resilience benefits. The presence and distribution of vulnerable populations in Nevada County will be identified using CalEnviroScreen and insights gathered during Task 1: Community Engagement and Coordination.

### **Physical Vulnerability**

Contractor will qualitatively evaluate the locations of Nevada County's critical facilities and services (e.g., emergency response, water, power, sewer, evacuation infrastructure, etc.) in relation to potential climate change impacts, based on readily available geospatial data.

### **Assessing Vulnerabilities**

Contractor will perform custom research tailored to the key social and physical vulnerabilities identified in Nevada County in current and future climates. The Contractor will examine changes in the intensity, frequency, and duration of extreme climate events; characterize the typical patterns that lead to extreme, high-risk events; and design relevant, probabilistic expressions of hazards for Nevada County. Example climate metrics tailored to Nevada County that could be evaluated include fractions of precipitation that falls as snow; frequency of high fire risk days; and frequency of extreme wind events. These metrics will be specific to Nevada County's unique climate profile and will be based on existing trends and the concerns of the community. The Contractor will conduct detailed analysis of up to four primary climate metrics. It has been determined that additional analysis beyond the four primary metrics detracts from addressing the most imminent and relevant risks and the primary concerns of the community. Focusing on the primary metrics also leads to the development of more implementable and actionable CAAP measures and actions. The final list of climate metrics and data products produced shall be finalized in coordination with County staff.

The Contractor will coordinate with the Contractor and County staff to confirm the list of climate metrics and scenarios. The Contractor will develop a Climate Metric Workplan, which will delineate the specific climate data products to be generated. Once the Climate Metric Workplan is finalized and approved by the County, the Contractor will begin extracting data from new climate projections from California's Fifth Climate Change Assessment to analyze the climate metrics listed in the Climate Metric Workplan. The final form of these derived products shall be determined through dialogue with the County and finalized within the Climate Data Workplan. The Contractor will attend up to twelve biweekly meetings (Task 7.2 Project Management and Biweekly Meetings).

The Contractor will employ the vulnerability scoring system recommended by state guidance to identify which populations and assets are at greatest risk to climate hazards. The scoring process will be used to prioritize a set of adaptation actions for inclusion in the CAAP. The vulnerability score is a combination of the impact and adaptive



capacity score (adaptive capacity is an evaluation of existing plans and programs in place that serve to improve the ability to prepare for and respond to climate change). The impact and adaptive capacity scores, which are developed using a qualitative methodology outlined in the California Adaptation Planning Guide, will be identified for each asset class and population evaluated in the CCVA.

### **Community Input**

A critical aspect of identifying social and physical vulnerabilities is engagement with community members and community-based organizations (CBOs) to establish an informed understanding of vulnerability specific to climate change in Nevada County that is not captured as part of desktop analyses. Engagement implemented throughout Task 1, Community Engagement and Coordination, will establish a strong working relationship with community members, who will provide valuable ground-truthing of climate impacts in the community and help to connect climate impacts with the primary issues of concern in different communities.

The final CCVA Memo will outline the physical and social vulnerabilities present in Nevada County in the face of climate change, with adjustments made based on interested party and community input. The CCVA will offer a focus on near-term impacts so that decision-makers can prioritize allocating resources to address vulnerabilities that are in current or imminent threat. It will also offer perspective on longer-term impacts so that decision-makers can begin responding appropriately in advance to slowly mitigate those future impacts. Adaptation strategies included in the CAAP will be focused on addressing the impacts to the assets of vulnerable populations that have the highest vulnerability.

### **Assumptions**

- The CCVA will be based on readily available data, such as the Sierra Nevada Climate Vulnerability Assessment and Cal-Adapt.
- Contractor has budgeted for the receipt of one set of consolidated comments on each deliverable. Any additional revisions will be completed on a time-and-materials basis according to the Contractor's standard fee schedule (Section G).

### **Deliverables**

- CCVA Outline (Contractor)
- Climate Metric Workplan (Party)
- Draft and Final CCVA Memo (Contractor)

## **Task 3 Emission Reduction Targets**

### **Subtask 3.1: GHG Reduction Targets**

The Contractor will generate SB 32 and carbon neutrality (identified in Executive Order B-55-18 and the 2022 Scoping Plan) GHG mass emission-based reduction targets for the County to review. The Contractor is prepared to align Nevada County's targets with those put forth in the Sacramento Metro Air Quality Management District's Capital Region Climate Priorities Plan. This will generate minimum reduction targets for a qualified GHG reduction plan, which includes a 40 percent reduction below 1990 levels by 2030 (SB 32) and carbon neutrality by 2045 (identified in Executive Order B-55-18 and the 2022 Scoping Plan) and/or 2050 based on County preferences. To help inform the County's decision around setting reduction targets, the Contractor will present a suite of reduction targets alongside projected impacts from GHG reduction measures and actions. The goal-setting process will be iterative and will be informed by the measure development phase.

The Contractor will develop the in-house SPARQ tool. The SPARQ tool will allow the Contractor and the County to quickly iterate on potential levels of implementation for each of the GHG reduction strategies (developed in Task 4.2 Draft Measures and Actions) to find a level of implementation that will allow the County to meet its GHG reduction targets.

The Contractor will support the development of a BOS presentation that discusses the results from the GHG inventory and seeks approval on GHG reduction targets. The SPARQ tool will be shared as part of the discussion around target-setting to help contextualize the BOS around the feasibility of targets. It is assumed County Staff will lead the presentation. The Contractor's staff will attend virtually and be available to respond to technical questions.

### **Assumptions**

- GHG reduction targets will be consistent with current state recommendations, including SB 32 and Executive Order B-55-18.

- Contractor will budget for one round of consolidated comments on each deliverable. Any additional revisions will be performed on a time-and-materials basis as outlined in the Contractor’s standard fee schedule (Section G).

**Deliverables**

- SPARQ Tool (Contractor)
- Virtual Attendance of Up-to-Two Contractor Staff at BOS Meeting (Contractor)

**Task 4 Climate Action, Adaptation, and Resilience Strategies**

**Subtask 4.1: Measure Analysis and Success Tracking Tool (MAST Tool)**

The Contractor will begin reviewing relevant County documents and preparing the MAST tool, which will summarize and grade the success of, as well as identify hurdles to, the County’s existing climate mitigation and adaptation policies and programs.

The Contractor intends to review the following plans and programs/policies and will finalize this list alongside the County during the kickoff meeting (Task 7.1 Project Kickoff).

- **Nevada County Plans:**
  - General Plan, including:
    - Circulation Element (2010)
    - Housing Element (2010)
    - Land Use Element (2014)
    - Housing Element (2019)
    - Safety Element (2019)
  - Energy Action Plan
  - Local Hazard Mitigation Plan
  - Recreation and Resiliency Master Plan
  - Capital Region Climate Priorities Plan
  - Nevada County Community Wildfire Protection Plan (CWPP)
  - Truckee CWPP
  - Office of Emergency Services Wildfire Evacuation Preparedness Action Plan
  - Sierra Nevada Climate Vulnerability Assessment
  - Nevada County Transportation Commission 2024 Regional Transportation Plan
  - Nevada County Active Transportation Plan
  - READY Nevada County Extreme Climate Event Mobility and Adaptation Plan

After populating the MAST tool with existing policies and programs, the tool will be provided to the County in Excel format to identify the status of each plan, policy, and program.

The Contractor will provide this analysis along with a summary presentation of key findings at a biweekly meeting.

**Assumptions**

- County will provide the relevant data and background documents for review.
- County will identify the statuses of plans, policies, and programs listed in the MAST Tool.

**Deliverables**

- MAST Tool (Contractor)
- Slide Deck Summarizing Results of MAST Tool (Contractor)

**Subtask 4.2: Draft Measures and Actions**

Once the GHG emission reduction targets have been established and the Climate Change Vulnerability Assessment (CCVA) completed, the Contractor will shift to developing specific adaptation, mitigation, and resilience measures and actions that will enable the County to achieve these targets. Using the robust CCVA developed in Task 2.3 (Climate Change Vulnerability Assessment), the Contractor will prioritize adaptation and resilience measures and actions to address current and future climate change impacts, focusing on the most vulnerable communities.

Similarly, using the GHG Emissions Inventory and the reduction targets established in Task 3, the Contractor will prioritize mitigation measures and actions to help Nevada County meet its targets. Implementation costs, potential funding and financing sources, and capacity constraints will be considered when drafting and prioritizing these measures and actions.

The Contractor will employ a systems-based approach to addressing climate change by categorizing measures and actions into four systems. These measures and actions will be labeled as adaptation, mitigation, and/or resilience. The following are four key systems and example strategies that will allow the County to make substantial progress towards its adaptation and mitigation goals. Additional specific measures and actions will be developed under each strategy during the project (only one example is listed for each):

#### **Building System**

- Retrofit existing buildings to be carbon-free  
*Example action:* upgrade all water heaters in County-owned facilities to heat pump technology (mitigation)
- Retrofit existing buildings to be resilient to extreme heat and wildfires (resilience; adaptation)
- Require decarbonized new buildings (mitigation)
- Require safe and resilient new buildings (resilience)

#### **Mobility System**

- Reduce VMT through convenient public transit and active transit (mitigation)
- Improve electric vehicle infrastructure (mitigation)
- Prioritize culvert upgrades along key evacuation routes to limit washouts from extreme rain events (adaptation)

#### **Ecosystems and Natural and Working Lands**

- Improve health and resiliency of forested areas through restoration work (resilience; adaptation)
- Optimize carbon sequestration in natural and working lands (mitigation; resilience)
- Increase organics diversion (mitigation)

#### **Social and Governance Systems**

- Enhance culturally appropriate (e.g., in multiple languages and forms, such as online, brochure, and radio) evacuation and health alert messaging (resilience)
- Establish resilience centers to provide refuge from poor air quality and extreme heat days (resilience)
- Convene an interdepartmental climate working group to advance CAAP measures and actions

The Contractor will begin with these strategies and input the mitigation-oriented ones into the SPARQ tool (Task 3.1 GHG Reduction Targets).

Once the key strategies and required reductions for each sector are identified, the Contractor will begin developing a suite of measures and actions to achieve the required reductions. The development of these measures and actions is the most complex portion of the scope of work, requiring a careful balance of feedback from interested parties, cost-effectiveness, progression, and feasibility. To aid in this process, the Contractor will apply the following frameworks:

#### **Community Feedback**

The Contractor will align outreach efforts and the development of measures/actions to ensure community priorities are incorporated, resulting in implementable and impactful measures and actions. Key engagement efforts (Steering Committee Meetings, Community Engagement Workshops, Outreach at Existing Events, and the Online Strategy Prioritization Survey) will be designed to secure meaningful community feedback at key milestones, including the initial measure brainstorming, measure refinement and prioritization, and review of the Draft Climate Strategy.

#### **Climate Action Pillars**

The Contractor will continue to develop key pillars for each strategy to ensure the highest chance of successful implementation. These pillars include:

- Education: engage and empower residents

- Structural Change: set institutional and policy frameworks to support proposed changes
- Associated GHG Reductions: target emissions reductions for long-term sustainability and short-term air quality improvements
- Resiliency: improve resiliency of assets (physical and social) ranked with the highest vulnerability to climate change
- Equity: provide inclusive participation in decision-making and equitable distribution of benefits across the community and avoid adverse impacts to climate-vulnerable population groups
- Connectivity: promote access to community groups and resources best positioned to lead implementation actions
- Economical: cost-effective efforts that benefit resilience and sustainability

Each measure identified for the County should strive to align with each of the key pillars to maximize impact during CAAP implementation.

#### **Draft Measures and Actions List**

Based on the criteria above, the Contractor will develop an administrative draft list of measures and actions that will improve community resiliency and adaptation to climate change and align with the County's GHG reduction targets for the established target years.

During the Draft Measures and Actions phase, the Contractor will conduct up to five virtual Measures and Actions Review Meetings with the County, the western county climate coalition, and the Climate Transformation Alliance to discuss the Draft Measures and Actions in depth. The County will provide feedback on the Administrative Draft through these meetings, and County Staff will provide one round of comments on the Public Draft.

Once feedback is incorporated into the Public Draft Measures and Actions, the Contractor will solicit broader community input. The Contractor proposes to dedicate at least one Steering Committee Meeting and one Community Engagement Workshop to solicit broader community input on the Public Draft Measures and Actions. The Online Strategy Prioritization Survey will also solicit input on the Public Draft Measures and Actions. Information from this round of engagement will be used to finalize the measures and actions for the CAAP. The Contractor will refine the Public Draft Measures and Actions based on community engagement, balancing community priorities with the development of implementable and impactful GHG reduction and adaptation measures and actions. The final list of CAAP Measures and Actions will clearly detail key performance indicators (KPI).

#### **Assumptions**

- The County will schedule the virtual Measures and Actions Review Meetings and send invites to attendees.
- Measures and Actions Review Meetings will be up to one hour, virtual, and up to two Contractor staff will attend and facilitate these calls.
- The Contractor will continue to budget for incorporating edits from one round of community feedback on the draft measures and actions, which will be received via Task 1.2 Steering Committee Engagement Meetings (Six), Task 3 Community Engagement Workshops (four), and Task 1.4 Online Community Surveys (two).
- The Contractor will continue to budget for receipt of one set of consolidated County comments on each deliverable. Any additional revisions will be completed on a time-and-materials basis in accordance with the Contractor standard fee schedule (Section G).

#### **Deliverables**

- Up-to-five Measures and Actions Review Meetings (Contractor will facilitate meetings and provide meeting notes)
- Administrative and Public Draft of Measures and Actions (Contractor)

#### **Subtask 4.3: Final Measures and Actions**

Using the final list of CAAP Measures and Actions, the Contractor shall conduct an in-depth analysis of each strategy. This analysis will include quantifying the GHG reduction potential for the top 15 measures or actions with the greatest potential to reduce emissions, and the cost for up to 15 actions. The analysis will also identify the co-benefits for each action. A qualitative cost analysis (high/medium/low) will be completed for the remaining actions. With support from County staff, the measure and action list will also include the recommended County involvement (e.g., role, department lead), linkages to existing County plans, programs, or activities, and the identification of interested parties, community-based organizations (CBOs), and partners essential for successful implementation.

The Contractor shall assist in conducting up to two virtual Board of Supervisors (BOS) briefings to review the Final Measures and Actions. These briefings should be scheduled after all community engagement feedback has been incorporated so that the Supervisors can review how the Measures and Actions have been reinforced through community input.

#### **Assumptions**

- The ability to fully quantify the GHG reduction potential and cost may be limited by available data, and the wording, structure, and specificity of the measures approved by the County. If the quantitative cost and GHG reduction potential cannot be completed, the Contractor will notify the County and, if necessary, provide qualitative analysis instead.
- The County will schedule the virtual BOS briefings.
- BOS briefings will be up to one hour, facilitated by County staff, with up to two Contractor staff attending the meetings.
- Significant changes to measures and actions at this stage of the process may require additional research and quantification, which could impact the schedule. Any significant revisions at this stage will be completed on a time-and-materials basis in accordance with the Contractor's standard fee schedule (Section G).

#### **Deliverables**

- Up to two BOS briefings (the Contractor will provide meeting notes)
- Final List of CAAP Measures and Actions

### **Task 5: CAAP Plan Development**

#### **Subtask 5.1: Administrative Draft CAAP**

Once community, County, Steering Committee, and BOS input has been incorporated and a complete list of measures has been reviewed and approved, the Contractor shall begin work on drafting the CAAP. The Contractor proposes to develop a user-friendly and readable CAAP that leverages infographics, photos, and other visuals whenever possible, leaving all technical documentation in the appendix. The CAAP will include both near-term and long-term reduction measures. It will also set Key Performance Indicators (KPIs) to define the successful implementation of the CAAP strategy and measure progress over time. The mitigation-related KPIs will be tracked via CAPDash.

The CAAP will align with the County's existing policies and related regional efforts, including the Sacramento Metro Air Quality Management District's Capital Region Climate Priorities Plan. The plan will provide a framework to reimagine the current systems—built, natural, and behavioral—as interconnected and mutually beneficial. The CAAP will also integrate measures that improve quality of life, build prosperity, and enhance community resilience. Specifically, the CAAP will:

- Clearly explain the community's climate challenges and the opportunities and challenges it faces in meeting more ambitious climate adaptation and GHG reduction goals.
- Serve as a mechanism to tie together the County's existing and developing sustainability initiatives, strategies, and plans with the community's goals.
- Establish cohesive and specific sustainability strategies, implementation plans, and metrics for regional and state strategies and initiatives.

- Activate and engage residents, businesses, and institutions with positive actions and tangible benefits.
- Create opportunities to secure additional climate action and adaptation-related funding.
- Provide CEQA streamlining benefits by being a CEQA-qualified CAAP.

**Assumptions**

- The Word-based Administrative Draft CAAP will be shared with the Steering Committee for feedback during Meeting #6.
- All other comments on the Administrative Draft CAAP will be provided to the Contractor in one consolidated set from the County. The Contractor has also budgeted for the receipt of one set of consolidated County comments on the Draft Website/Executive Summary. Any additional revisions will be completed on a time-and-materials basis in accordance with the Contractor’s standard fee schedule (Section G).

**Deliverables**

- Word-based Administrative Draft CAAP

**Subtask 5.2: Public Draft CAAP**

After the Administrative Draft has been reviewed by County staff and the Steering Committee as part of Meeting #6 under Task 1.2 Steering Committee Engagement Meetings (Six), the Contractor shall begin addressing comments and preparing the Public Draft CAAP. After receiving one round of consolidated comments from the County, the Contractor shall finalize the Public Draft CAAP in Word format. The Contractor has budgeted to respond to up to five substantive public comments. Any substantive changes based on public comments will be made only after obtaining approval from County staff. Once the public comment period has closed, the Contractor shall prepare a Summary of Public Comment, which will list the comments received and explain how each comment was addressed, or why it was not addressed.

**Assumptions**

- The Contractor has budgeted for receipt of one set of consolidated County comments on the Public Draft CAAP. Any additional revisions will be completed on a time-and-materials basis in accordance with the Contractor's standard fee schedule (Section G).
- The County will be responsible for managing the public comment period, including outreach and advertisement.
- The Contractor will respond to up to five substantive public comments. Any additional substantive comments will be addressed on a time-and-materials basis in accordance with the Contractor’s standard fee schedule (Section G).

**Deliverables**

- Public Draft CAAP in Word format
- Summary of Public Comment

**Subtask 5.3: Final CAAP**

Contractor will develop an InDesign template for the Final CAAP. This template will be submitted to the County for review and approval.

After the County has reviewed and approved the Summary of Public Comment during Task 5.2, the Contractor will finalize the Final CAAP into the approved InDesign template. This Final CAAP will be delivered to the County as a PDF for final review and approval. Comments and edits at this point will not be substantive.

The Contractor includes in this agreement the preparation of a Board of Supervisors (BOS) presentation slide deck for the final presentation and adoption of the CAAP to the County of Nevada BOS. It is assumed that County Staff will lead the development of any additional materials and deliver the presentation. The Contractor’s staff will support the development of materials, attend the meeting in person, and be available to respond to technical questions.

**Assumptions:**

- No hard copies will be provided.

- The Contractor has budgeted for receipt of one set of consolidated County comments on each deliverable. At this stage, comments are expected to be non-substantive and not extensive. Any additional or significant revisions will be completed on a time-and-materials basis in accordance with the Contractor's standard fee schedule (Section G).

**Deliverables:**

- InDesign Template
- Final CAAP in PDF, formatted in InDesign
- Up-to-two Contractor staff members in attendance at the BOS meeting

**Task 6: Contingency/California Environmental Quality Act**

**Subtask 6.1: CAAP CEQA Support**

The Contractor's staff will be available to support the County in decision-making around pursuing a CEQA-qualified CAAP. The budget associated with this task will cover up to ten hours of consultation from the Contractor's CEQA Director, Kelsey Bennett, and up to five hours of consultation from the Contractor's Climate Practice Principal, Erik Feldman, or a similar combination of hours, within the limitations of the approved budget.

**Assumptions:**

- If the County decides to pursue a CEQA-qualified, Contractor will provide additional resources will be necessary to complete the required documentation.

**Deliverables:**

- Up to fifteen (15) hours of CEQA-specific consultation.

**Subtask 6.2: Contingency**

A specific fee from the budget has been allocated as contingency. Contingency funds may be utilized for additional engagement (such as additional workshops or to engage with tribal groups), additional community stipends, technical climate change analysis, CEQA documentation as contingency funds allow, or other project needs as they arise. The Contractor will seek approval from the County before using any contingency funds.

**Task 7: Project Management**

**Subtask 7.1: Project Kickoff**

Upon contract execution, the Contractor will work with County staff to organize an initial kickoff meeting with the County's Project Team to discuss project goals and objectives. The Contractor's Principal, Project Manager, and Assistant Project Manager, along with the CAAP CEQA Principal and CAAP CEQA Project Manager, will attend the meeting.

The kickoff meeting will provide an opportunity to refine the scope of work and schedule, discuss alignment with parallel planning efforts, and establish project management procedures, including communication protocols and invoicing requirements. Following the meeting, the Contractor will provide a finalized Project Plan, including the adjusted project schedule, project organizational chart, and final list of applicable documents, data, and policies.

**Assumptions:**

- The kickoff meeting will be scheduled by the County within two weeks of the notice to proceed.

**Deliverables:**

- Attendance at virtual kickoff meeting (Contractor)
- Kickoff meeting agenda (Contractor)
- Kickoff meeting notes (Contractor)
- Finalized Project Plan, including adjusted project schedule, final scope of work, project organizational chart, contact list, and final list of existing applicable documents, data, and policies (Contractor)

**Subtask 7.2: Project Management and Biweekly Meetings**

Throughout the project, the Contractor will provide robust project management with a team experienced in the development of CAAPs. The Contractor will host 30-minute biweekly check-ins and provide meeting agendas,

notes, and action items after each meeting. The Contractor will also provide monthly invoices with progress reports, as well as quarterly and annual summary performance and financial reports to support grant reporting.

The Contractor’s teaming partners will attend biweekly calls occasionally to coordinate on community engagement activities, and the CAAP CEQA Principal and Project Manager will attend meetings monthly during the 6-month CAAP CEQA planning effort. Additionally, staff from subcontractors will attend up to 12 biweekly calls to coordinate on the climate change vulnerability assessment.

**Assumptions:**

- The biweekly project meetings will be attended by the Contractor’s Project Manager and Assistant Project Manager.
- Staff from subcontractors will occasionally attend meetings to coordinate on their tasks and deliverables.
- The project has a 17-month timeline, with 34 biweekly calls assumed.

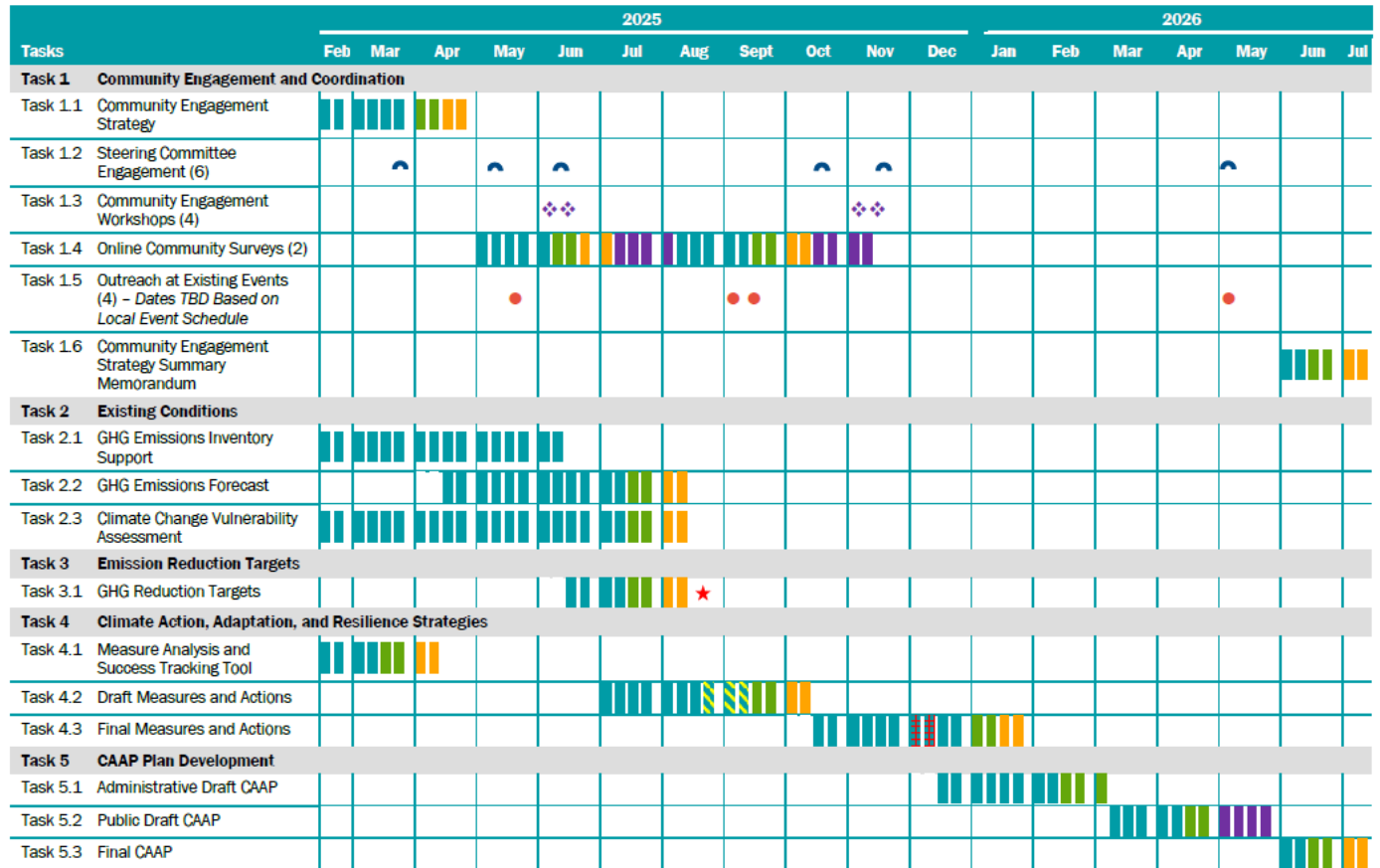
**Deliverables:**

- Biweekly agendas and notes (Contractor)
- Monthly Progress Reports and Invoices (Contractor)
- Quarterly Summary Performance and Financial Reports (Contractor)
- Annual Summary Performance and Financial Reports (Contractor)

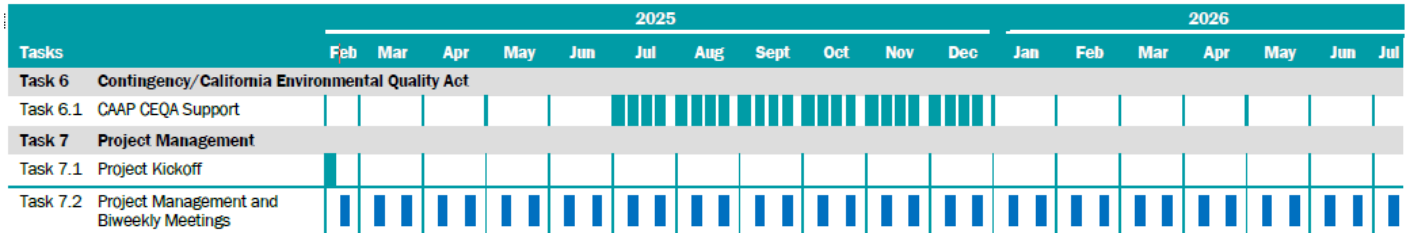
**Project Schedule**

The Contractor Team is prepared to begin the work program described in this proposal immediately upon authorization to proceed. Contractor proposes to adhere to the following schedule, assuming we are notified to proceed on February 11, 2025.

**Project Schedule**







Key	
Community Review	Community Engagement Workshops
Work in Progress	Outreach at Existing Events
County Review	Measures and Actions Review Meetings
Final Deliverable	BOS Presentation
Biweekly Meetings	BOS Briefings
Steering Committee Meetings	

## EXHIBIT B

### SCHEDULE OF CHARGES AND PAYMENTS

Maximum Limit & Fee Schedule

Contractor's compensation shall be paid at the schedule shown below. Reimbursement of travel, lodging and miscellaneous expenses is not authorized. All expenses of Contractor, including any expert or professional assistance retained by Contractor to complete the work performed under this Contract shall be borne by Contractor.

The total of all payments made under this Contract shall not exceed the amount shown in Section 2 of this Contract.

TASK/SUBTASK DESCRIPTION	ASSIGNED STAFF	PROJECTED HOURS	COST
1. Community Engagement and Coordination		Rincon: 131 R+A: 260	Rincon: \$39,284.20 R+A: \$68,370.40 Stipends: \$10,000  TOTAL: \$117,654.60
1.1 Community Engagement Strategy	Rincon: Reema Shakra, Anna Yip, Emily Saul, Cassandra Gale Raimi + Associates (R+A): Sami Taylor, Michelle Hernandez	Rincon: 18 R+A: 24	Rincon: \$4,254 R+A: \$4,686.40  Total: \$8,940.40
1.2 Steering Committee	Rincon: Erik Feldman, Anna Yip, Emily Saul R+A: Sami Taylor, Michelle Hernandez	Rincon: 54 R+A: 70	Rincon: \$13,806 R+A: \$15,660 Stipend: \$5,000  Total: \$34,466
1.3 Community Workshops	Rincon: Reema Shakra, Anna Yip, Emily Saul, Cassandra Gale R+A: Sami Taylor, Michelle Hernandez	Rincon: 34 R+A: 130	Rincon: \$9,398 R+A: \$27,405 Stipend: \$5,000  Total: \$41,803
1.4 Online Community Surveys	Rincon: Reema Shakra, Anna Yip, Emily Saul, Cassandra Gale R+A: Sami Taylor, Michelle Hernandez	Rincon: 18 R+A: 24	Rincon: \$7,445.20 R+A: \$5,858  Total: \$13,303.20
1.5 Outreach at Existing Events	Rincon: Anna Yip, Emily Saul R+A: Sami Taylor, Michelle Hernandez	Rincon: 12 R+A: 58	Rincon: \$2,708 R+A: \$12,417.80  Total: \$15,125.80
1.6 Community Engagement Strategy Summary Memo	Rincon: Reema Shakra, Anna Yip, Emily Saul, Cassandra Gale R+A: Sami Taylor, Michelle Hernandez	Rincon: 7 R+A: 12	Rincon: \$1,673 R+A: \$2,343.20  Total: \$4,016.20

2. Identify Existing Conditions and Projections		Rincon: 121 ERA: 425	Rincon: \$31,261 ERA: \$65,540  TOTAL: \$96,801
2.1 GHG Emissions Inventory Peer Review and Support	Rincon: Ryan Gardner, Anna Yip, Emily Saul, Ella Fletcher	Rincon: 20	Rincon: \$5,065 Replica Analysis: \$7,500  Total: \$12,565
2.2 GHG Emissions Forecast	Rincon: Erik Feldman, Anna Yip, Emily Saul, Ella Fletcher	Rincon: 38	Total: \$7,060
2.3 Climate Change Vulnerability Assessment	Rincon: Reema Shakra, Anna Yip, Lauren Sullivan Eagle Rock Analytics (ERA): Dr. Owen Doherty, other staff as needed	Rincon: 60 ERA: 425	Rincon: \$11,636 ERA: \$65,540  Total: \$77,176
3. Identify Emission Reduction Targets		Rincon: 16	TOTAL: \$3,158
3.1 GHG Reduction Targets	Rincon: Erik Feldman, Anna Yip, Emily Saul, Ella Fletcher	Rincon: 16	Total: \$3,158
4. Develop Climate Action, Adaptation, and Resilience Strategies		Rincon: 194	TOTAL: \$40,923
4.1 Measures Analysis and Success Tracking Tool	Rincon: Erik Feldman, Anna Yip, Emily Saul, Lauren Sullivan	Rincon: 23	Total: \$4,494
4.2 Draft Measures and Actions	Rincon: Erik Feldman, Reema Shakra, Anna Yip, Andrew Johnson, Olivia Mendoza, Emily Saul, Kerry Nixon, Ella Fletcher, Lauren Sullivan	Rincon: 129	Total: \$27,431
4.3 Final Measures and Actions	Rincon: Erik Feldman, Reema Shakra, Anna Yip, Emily Saul, Ella Fletcher, Lauren Sullivan	Rincon: 42	Total: \$8,953 8,998
5. Draft Plan Development		Rincon: 341	TOTAL: \$69,263
5.1 Administrative Draft CAAP	Rincon: Erik Feldman, Reema Shakra, Ryan Gardner, Anna Yip, Emily Saul, Ella Fletcher, Lauren Sullivan	Rincon: 90	Total: \$19,422
5.2 Public Draft CAAP	Rincon: Erik Feldman, Anna Yip, Emily Saul, Ella Fletcher, Lauren Sullivan, TBD Technical Editor, TBD Production Specialist	Rincon: 110	Total: \$22,140

5.3 Final CAAP	Rincon: Erik Feldman, Anna Yip, Emily Saul, Ella Fletcher, Lauren Sullivan, TBD Technical Editor, TBD Production Specialist, TBD CADD Specialist	Rincon: 141	Total: \$27,701
6. Contingency / California Environmental Quality Act		Rincon: 116	TOTAL: \$35,589
6.1 CAAP CEQA Support	Rincon: Kelsey Bennett, Erik Feldman, Anna Yip	Rincon: 15	Total: \$5,589
6.2 Contingency	Rincon: Erik Feldman, Anna Yip, Emily Saul, TBD Rincon Staff	Rincon: 98	Total: \$30,000
7. Project Management		Rincon: 128 ERA: 22	Rincon: \$29,992 ERA: \$4,060 TOTAL: \$34,052
7.1 Project Kickoff Meeting	Rincon: Erik Feldman, Anna Yip, Emily Saul, Kelsey Bennett	Rincon: 6	Total: \$1,602
7.2 Project Management and Biweekly Meetings	Rincon: Erik Feldman, Kelsey Bennett, Anna Yip, Emily Saul, TBD Billing Specialist ERA: Dr. Owen Doherty	Rincon: 122 ERA: 22	Rincon: \$28,390 ERA: \$4,060 Total: \$32,450
<b>TOTAL:</b>			<b>\$ 397,440.60</b>

## Invoices

Invoices shall be submitted to County in a form and with sufficient detail as required by County. Work performed by Contractor will be subject to final acceptance by County project manager(s).

Submit all invoices to:

Nevada County  
Planning Department  
Address: 950 Maidu Ave  
City, St, Zip Nevada City, CA 95959  
Attn: Brian Foss, Planning Director  
Email: [brian.foss@nevadacountyca.gov](mailto:brian.foss@nevadacountyca.gov)  
Phone: (530) 265-1222

County will make payment within thirty (30) days after the billing is received and approved by County and as outlined below (*or in the Scope of Work, or other agreeable interval*).

## Payment Schedule

Payments for services will be disbursed based on monthly invoices for services provided. Contractor must send invoice to County. Each invoice shall include:

- Contract number
- Title of approved project scope
- Dates of services
- Activities performed and associated task
- Total number of hours worked
- Name and job title of staff who completed the work
- If billing for direct costs, define what the cost is for
- Travel (if applicable) itemized with copied of receipts.

Unless otherwise agreed to by County, all payments owed by County to Contractor under this Contract shall be made by Automated Clearing House ("ACH"). In the event County is unable to release payment by ACH Contractor agrees to accept payment by County warrant.

## EXHIBIT C

### INSURANCE REQUIREMENTS

**Insurance.** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, or employees. Coverage shall be at least as broad as:

1. **Commercial General Liability CGL:** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions):** Insurance covering error and omission with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, County requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to County.

### **Other Insurance Provisions:**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status: County, its officers, employees, agents, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of the work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, then through the addition of both CG 20 10, CG 20 25, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used.)
2. **Primary Coverage** For any claims related to this contract, **Contractor’s insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects County, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by County, its officers, employees, agents, and volunteers shall be excess of Contractor’s insurance and shall not contribute with it.
3. **Umbrella or Excess Policy** The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. Umbrella or Excess policies shall be provided on a true “following form” or

broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

4. **Notice of Cancellation** This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to County.
5. **Waiver of Subrogation** Contractor hereby grants to County a waiver of any right to subrogation which any insurer or said Contractor may acquire against County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.
6. **Sole Proprietors** If Contractor is a Sole Proprietor and has no employees, they are not required to have Workers Compensation coverage. Contractor shall sign a statement attesting to this condition, and shall agree they have no rights, entitlements or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees.
7. **Self-Insured Retentions** must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. The Policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds **\$25,000** unless approved in writing by the County. Any and all deductibles and SIRs shall be the sole responsibility of the Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. County reserves the right to obtain a copy of any policies and endorsements for verification.
8. **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the State with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to County.
9. **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis:
  - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
  - c. If the coverage is canceled or non-renewed, and not replaced with another **claims-made policy form with a Retroactive Date**, prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.
10. **Verification of Coverage** Contractor shall furnish County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations

and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain and provide verification of the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at anytime.

11. **Subcontractors** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
12. **Special Risks or Circumstances** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
13. **Premium Payments** The insurance companies shall have no recourse against County and funding agencies, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.
14. **Material Breach** Failure of Contractor to maintain the insurance required by this Contract, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Contract.
15. **Certificate Holder** the Certificate Holder on insurance certificates and related documents should read as follows:  
County of Nevada  
950 Maidu Ave.  
Nevada City, CA 95959

Upon initial award of the Contract to your firm, you may be instructed to send the actual documents to a County contact person for preliminary compliance review.

Certificates which amend or alter the coverage during the term of the Contract, including updated certificates due to policy renewal, should be sent directly to Contract Administrator.



## EXHIBIT D

### INFORMATION TECHNOLOGY SECURITY

#### **1. Notification of Data Security Incident**

For purposes of this section, "Data Security Incident" is defined as unauthorized access to the Contractor's business and/or business systems by a third party, which access could potentially expose County data or systems to unauthorized access, disclosure, or misuse. In the event of a Data Security Incident, Contractor must notify County **in writing as soon as possible and no later than 48 hours after Contractor determines a Data Security Incident has occurred.** Notice should be made to all parties referenced in the "Notices" section of the Agreement. Notice must reference this contract number. Notice under this section must include the date of incident, Contractor's systems and/or locations which were affected, and County services or data affected. The duty to notify under this section is broad, requiring disclosure whether any impact to County data is known at the time, to enable County to take immediate protective actions of its data and cloud environments.

Failure to notify under this section is a material breach, and County may immediately terminate the Agreement for failure to comply.

#### **2. Data Location**

2.1 Contractor shall not store or transfer non-public County of Nevada data outside the United States. This prohibition includes backup data and Disaster Recovery locations. The Contractor will permit its personnel and contractors to access County of Nevada data remotely only as required to provide technical support. Remote access to data from outside the continental United States is prohibited unless expressly approved in advance and in writing by the County.

2.2 The Contractor must notify the County **in writing within 48 hours** of any location changes to Contractor's data center(s) that will process or store County data. Notice should be made to all parties referenced in the "Notices" section of the Agreement.

#### **3. Data Encryption**

3.1 The Contractor shall encrypt all non-public County data in transit regardless of the transit mechanism.

3.2 The Contractor shall encrypt all non-public County data at rest.

3.3 Encryption algorithms shall be AES-128 or better.

#### **4. Cybersecurity Awareness and Training**

The County maintains a robust Cybersecurity Awareness and Training program intended to assist employees and contractors with maintaining current knowledge of changing cybersecurity threats and countermeasures. Any contractor that is assigned a County network account will be assigned User Awareness training and must complete it within the time period it is assigned. Training completion progress is monitored by sponsor departments and non-compliant users may have their account suspended or restricted.

The County conducts email Phish testing on a regular basis to expose account holders to the types of potential threats.

Contractor will maintain a Cybersecurity Awareness and Training program for training staff at a minimum of once a year. Contractor will maintain records of the program for review by the County when requested.

**SUMMARY OF CONTRACT**

**Contractor Name Rincon Consultants, Inc.**

**Description of Services Community Development Agency - Planning Department**

**SUMMARY OF MATERIAL TERMS**

<b>Max Annual Price:</b>	n/a	<b>Max Multi-Year Price:</b>	\$397,441.00
		FY 24/25 =	n/a
		FY 25/26 =	n/a
		FY 26/27 =	n/a

**Contract Start Date:** 2/11/25                      **Contract End Date:** 7/31/26  
**Liquidated Damages:** Click or tap here to enter text

**INSURANCE POLICIES**

**FUNDING:**

Commercial General Liability (\$2,000,000)	Click or tap here to enter text.
Automobile Liability (\$1,000,000)	Click or tap here to enter text.
Worker’s Compensation (Statutory Limits)	Click or tap here to enter text.
Professional Errors and Omissions(\$2,000,000)	Click or tap here to enter text.

**LICENSES AND PREVAILING WAGES**

Designate all required licenses: N/A

**NOTICE & IDENTIFICATION**

**COUNTY OF NEVADA:**

**CONTRACTOR:**

Nevada County  
 Planning Department  
 Address: 950 Maidu Ave  
 City, St, Zip Nevada City, CA 95959  
 Attn: Brian Foss, Planning Director  
 Email: [brian.foss@nevadacountyca.gov](mailto:brian.foss@nevadacountyca.gov)  
 Phone: (530) 265-1222

Name of firm  
 Rincon Consultants, Inc.  
 Address 4825 J Street, Suite 200  
 City, St, Zip Sacramento, CA 95819  
 Attn: Anna Yip and Erik Feldman  
 Email: [ayip@rinconconsultants.com](mailto:ayip@rinconconsultants.com),  
[efeldman@rinconconsultants.com](mailto:efeldman@rinconconsultants.com)  
 Phone: (916) 706-1374

**EDD Worksheet Required**

**Contractor is a:** (check all that apply)

Corporation:  Calif.,  Other,  LLC,  Yes  No   
 Non- Profit  Corp   
 Partnership:  Calif.,  Other,  LLP,  Limited   
 Person:  Indiv.,  Db,  Ass’n  Other

**ATTACHMENTS**

**Exhibit A:** Schedule of Services                      **Exhibit D:** Information Technology Security  
**Exhibit B:** Schedule of Charges and Payments  
**Exhibit C:** Insurance Requirements