A Tradition of Stewardship
A Commitment to Service

Request for Proposal

Regional Climate Action and Adaptation Plan Consultant

RFP No. PBES092301

Release Date: September 15, 2023
Due Date: October 27, 2023

For information: David Morrison
Special Projects Director
Napa County Planning, Building, and Environmental Services
1195 Third Street
Napa, CA. 94559
David.morrison@countyofnapa.org

Request for Proposals for a Regional Climate Action and Adaptation Plan

A. PURPOSE

Napa County (County) is seeking a qualified consultant to develop a Regional Climate Action and Adaptation Plan (RCAAP) and associated California Environmental Quality Act (CEQA) document that identifies specific actions and strategies to reduce greenhouse gas emissions (GHG) and adapt to climate change within the following jurisdictions: City of American Canyon, City of Calistoga, City of Napa, County of Napa, City of St. Helena, and Town of Yountville. The RCAAP will be consistent with methodologies and goals of the California Air Resources Board (CARB) Climate Change Scoping Plan, the Bay Area Air Quality Management District (BAAQMD) Climate Protection Planning Program, Assembly Bill 32 (AB 32), Senate Bills 32 and 375 (SB 32 and SB 375), Governor's Executive Orders S-03-05, B-30-15, and B-55-18, as well as other policies and requirements mandated by the State of California. It is anticipated that the contract will commence in December 2023 and will be for a term not to exceed two (2) years.

The RCAAP will be consistent with and will build upon the existing efforts of the cities, town, and county, regarding climate change and sustainability, including but not limited to the following:

- The City of American Canyon: Energy Efficiency Climate Action Plan adopted in 2012, and the General Plan update adopted in 2022.
- The City of Calistoga: Climate Action Plan adopted in 2014, and the current General Plan.
- The City of Napa: Sustainability Plan adopted in 2012, and the General Plan update adopted in 2022.
- The County of Napa: the draft Climate Action Plan prepared in 2019, and the General Plan update adopted in 2008.
- The City of St. Helena: Greenhouse Gas Emission Reduction Action Plan adopted in 2009, and the General Plan update adopted in 2022.
- The Town of Yountville: Climate Action Plan adopted in 2016, and the General Plan update adopted in 2019.
- The 2020 Napa County Multi-Jurisdictional Hazard Mitigation Plan update; and the 2020 City of Napa Hazard Mitigation Plan update.

In addition, the RCAAP shall incorporate the results of the Napa County Regional 2019 Community Greenhouse Gas Inventory, which updated the inventory included in the 2009 Napa Countywide Community Climate Action Framework published by the Napa County Transportation and Planning Agency.

The firm(s) or individuals submitting proposals should have significant experience developing Climate Action and Adaptation Plans for local and/or regional governments and preparing environmental review documents required by CEQA.

1.. Introduction

Napa County is located approximately 50 miles north of San Francisco, California and encompasses an area of approximately 788 square miles. The vast majority of the County's land area is devoted to vineyards, wineries, farms, ranches and forestland, with approximately

75% of the County's population of 140,326 living in the cities of American Canyon, Calistoga, Napa, St. Helena, and the Town of Yountville.

Napa County is the Administering Agency for the Napa Countywide Climate Action Program, under a Joint Powers Agreement (JPA) approved by the County, the Cities of American Canyon, Calistoga, Napa, and St. Helena, and the Town of Yountville. The purpose of the JPA is to establish a collaborative framework to allow member agencies to work on coordinated actions to reduce greenhouse gas emissions and limit the effects of future climate change. In administering this JPA, the County is advised by the Climate Action Committee (CAC), a standing body with 12 appointees, consisting of two elected representatives from each jurisdiction. The CAC acts to share information, provide public education, promote events and grants, develop a regional greenhouse gas inventory, and identify mutually agreed upon climate goals and actions items for consideration by member agencies.

2. Regional Climate Action and Adaptation Plan Background

In June of 2019, the Cities of American Canyon, Calistoga, Napa, and St. Helena; the Town of Yountville; and the County of Napa all adopted Resolutions regarding the "Countywide Commitment to Address Climate Change." The Resolutions proposed to: (1) address climate change in their respective General Plans, consistent with State guidelines; (2) form a committee to identify countywide goals and strategies for addressing climate change, including an updated greenhouse gas (GHG) inventory, countywide GHG goals and timelines, and common GHG reduction standards for each jurisdiction to adopt independently; and (3) identify potential threats and funding to improve community resiliency.

The Regional Working Group on Climate Change began meeting in September of 2019, which became the Climate Action Committee (CAC) in October of 2019. On October 16, 2020, the CAC moved forward with a Joint Powers Agreement (JPA) which established a collaborative framework among the six jurisdictions to work with each other and with community organizations, businesses, schools, and regional partners and jurisdictions on coordinated actions to reduce greenhouse gas emissions and limit the adverse effects of future climate change. The JPA was approved by all 6 jurisdictions in April and May of 2021.

Beginning in the summer of 2021, the cities, town, and county all adopted Resolutions declaring a Climate Emergency, as follows:

- Calistoga: August 3, 2021
- American Canyon: February 1, 2022
- Yountville: March 15, 2022
- City of Napa: April 5, 2022
- St. Helena: April 12, 2022
- County of Napa: June 7, 2022

The Resolutions varied but all generally stated the following:

a. That a climate emergency exists, and that it threatens our city, state, country, and world.
b. That each jurisdiction is committed to a goal of net zero climate pollution, measured in terms of net contribution to excess trapped heat, by or before 2030, and further commits to evaluate all planning and policy decisions through the lens of this pledge, and to implement both immediate and sustained actions in support of its achievement.
c. That each jurisdiction recognizes the need for full community participation and support, commits to providing leadership and services in working with community organizations,

businesses, schools, and regional partners and jurisdictions to educate, mobilize, expand, and accelerate local, regional and statewide support for comprehensive, immediate, and sustained action to achieve its goal of net zero climate pollution by or before 2030. Several jurisdictions also pledged to review and/or revise their General Plans to accomplish these goals.

In June 2021, the County received a grant agreement from the Bay Area Air Quality Management District (BAAQMD) in the amount of $50,000 to prepare a GHG inventory. As directed by the Committee, staff prepared a Request for Proposals (RFP) for consultants to develop an updated regional GHG emissions inventory for the six agencies. The Committee requested that the RFP include optional tasks for consideration of short-lived climate pollutants (SLCP) and an evaluation of the potential for carbon sequestration within Napa County.

The County awarded the contract on November 16, 2021 for a maximum of $97,485 to prepare a comprehensive update to the Regional Greenhouse Gas (GHG) Emission Inventory, an optional technical memorandum on short-lived climate pollutants, and an optional technical memorandum on the potential for carbon sequestration in Napa County. The GHG Inventory was accepted as complete on November 30, 2022.

A summary of the inventory showing GHG emissions in 2019 by jurisdiction and industrial sector is provided as follows:

Estimated GHG Emissions in 2019 by Jurisdiction and Industrial Sector (Metric tons of carbon dioxide equivalent or MTCO2e)								
	On-Road	Building Energy	Solid Waste	Off-Road	Agri-culture	Waste Water	Import Water	Total
American Can.	91,830	53,431	25,938	8,998	154	7,822	983	189,156
Calistoga	17,184	14,450	4,981	2,880	274	1,992	229	41,990
Napa	280,553	125,346	34,236	47,238	1,086	29,542	4,383	522,363
St. Helena	30,661	16,766	5,676	4,502	4,415	2,270	285	64,575
Unincorporated	40,063	61,068	125,429	50,602	97,378	3,191	0	377,731
Yountville	12,404	8,532	2,601	1,328	75	1,040	65	26,047
Total	472,695	279,593	198,861	115,548	103,382	45,857	5,945	1,221,862

Forecast GHG Emissions in 2030 by Jurisdiction and Industrial Sector (Metric tons of carbon dioxide equivalent or MTCO2e)								
	On-Road	Building Energy	Solid Waste	Off-Road	Agri-culture	Waste Water	Import Water	Total
American Can.	72,392	65,648	33,145	11,278	132	10,202	871	193,667
Calistoga	13,408	14,761	5,130	2,825	235	2,159	169	38,687
Napa	217,054	125,086	38,283	46,949	1,014	32,945	3,321	464,653
St. Helena	24,958	15,850	6,199	4,079	4,273	2,389	203	57,950
Unincorporated	29,988	61,827	138,611	63,989	85,826	4,140	0	384,380
Yountville	9,526	8,449	3,153	1,501	65	1,261	53	24,007
Total	367,326	291,621	224,521	130,621	91,545	53,096	4,617	1,163,344

At the October 6, 2022, meeting of the Napa County League of Governments (NCLOG), which includes representatives from all six jurisdictions, there was general support for proceeding with a Regional Climate Action and Adaptation Plan to provide a policy and implementation framework for reducing GHG emissions. There was also general agreement that each jurisdiction should consider the proposal for a Regional Climate Action and Adaptation

Plan at a future Council/Board meeting, to guide Climate Action Committee (CAC) representatives as they move forward. The subject of a Regional Climate Action and Adaptation Plan was considered at the following jurisdictions:

- American Canyon Open Space, Active Transportation, and Sustainability Committee - December 7, 2022
- Calistoga City Council - January 17, 2023
- St. Helena City Council - January 24, 2023
- Napa County Board of Supervisors - February 7, 2023
- Yountville Town Council - February 9, 2023
- Napa City Council on March 7, 2023.

As a result of these meetings, all six jurisdictions supported the preparation of a Regional Climate Action Plan. At their May 16, 2023, meeting, the County Board of Supervisors directed staff to begin work on preparing a Request for Proposals (RFP). At their May 26, 2023, meeting, the CAC made the preparation of the RCAAP its top priority for the 2023-2024 Fiscal Year.

Individual jurisdictions have considered and/or adopted various plans over the past 15 years, but this would be the first RCAAP prepared for the Napa County region. The RCAAP would follow similar regional climate planning efforts in California, including the Humboldt Regional Climate Acton Plan, the Lake Tahoe Sustainability Action Plan, the Sonoma Climate Mobilization Strategy, and the Western Riverside County Sub-Regional Climate Action Plan. Regional climate plans have also been adopted for the six states in the New England area; the four-county Miami, Florida region; fifty municipalities within the Chicago metropolitan region; the ten counties and two states in the Kansas City metropolitan region; the six-county mid-Hudson Valley region; and the two counties around Telluride, Colorado.

3. Policy Considerations

The successful proposal will ensure compliance and consistency with all applicable legislative, executive, regulatory, and policy requirements, including but not limited to the following:

a. State Legislation

The following provides a brief summary of the principal actions approved by the California Legislature and signed by the Governor relating to local climate action and adaptation planning.

Assembly Bill 1757 (2022)
Requires by January 1, 2024, that the California Natural Resources Agency (CNRA), in collaboration with the California Air Resources Board (CARB), determine a range of targets for natural carbon sequestration, and for nature-based climate solutions, that reduce GHG emissions in 2030, 2038, and 2045. These targets must support state goals to achieve carbon neutrality and foster climate adaptation and resilience. This bill also requires CARB to develop standard methods for state agencies to consistently track GHG emissions and reductions, carbon sequestration, and additional benefits from natural and working lands over time.

Assembly Bill 1279 (2022)
Establishes that the policy of the state is to achieve carbon neutrality as soon as possible, but no later than 2045; to maintain net negative GHG emissions thereafter; and to ensure that by 2045 statewide anthropogenic GHG emissions are reduced at least 85 percent below 1990 levels. It also requires the California Air Resources Board (CARB) to ensure that Scoping Plan updates identify and recommend measures to achieve carbon neutrality.

Assembly Bill 197 (2016)
Creates the Joint Legislative Committee on Climate Change Policies (JLCCCP), requires the CARB to prioritize direct emission reductions and consider social costs when adopting regulations to reduce GHG emissions beyond the 2020 statewide limit, requires the CARB to prepare reports on sources of GHGs and other pollutants, establishes six-year terms for voting members of ARB, and adds two legislators as non-voting members of the CARB.

Senate Bill 32 (2016)
Requires the CARB to ensure that statewide GHG emissions are reduced to at least 40% below the 1990 statewide GHG emissions level no later than December 31, 2030, when adopting rules and regulations to achieve the maximum technologically feasible and cost-effective GHG emissions reductions authorized by AB 32. The bill became operative contingent upon the enactment of Assembly Bill 197.

Senate Bill 379 (2016)
Requires cities and counties to review and update their general plans' safety elements to address risks posed by climate change. Where feasible, updates must identify natural infrastructure that may be used in adaptation projects, and use existing or restored natural features and ecosystem processes, when developing alternatives for consideration.

Senate Bill 1383 (2016)
Requires CARB to approve and begin implementing a comprehensive strategy to reduce short-lived climate pollutants (SLCPs) from 2013 levels by 2030 in the following amounts: 40% reduction in methane; 40% reduction in hydrofluorocarbon gases; and 50% reduction in anthropogenic black carbon. Establishes a target of 50% reduction by 2020 in the statewide disposal of organic waste from the 2014 level, with a 75% reduction by 2025, and requires CalRecycle and the CARB to adopt regulations to achieve the organic waste reduction targets. Includes requirements to recover at least 20% of edible food currently disposed of, by 2025. Requires CARB to adopt regulations to reduce methane emissions from livestock and dairy manure management operations by up to 40% below 2013 levels by 2030.

Assembly Bill 1504 (2010)
Requires the California Department of Forestry and Fire Protection, in consultation with the CARB, by March 1, 2011, to assess the capacity of its forest and rangeland regulations to meet or exceed the state's greenhouse gas (GHG) reduction goals, pursuant to the California Global Warming Solutions Act of 2006 (AB 32).

Senate Bill 375 (2008)
Requires the CARB to provide each region with greenhouse gas emission reduction targets for the automobile and light truck sector; 2) requires a Regional Transportation

Plan (RTP) to include a Sustainable Communities Strategy designed to achieve the targets for greenhouse gas emission reduction; 3) requires the California Transportation Commission to maintain guidelines for travel demand models; 4) requires cities and counties, in general, to revise their housing elements every eight years in conjunction with the RTP and complete any necessary rezonings within a specific time period; and 5) relaxes CEQA requirements for housing developments that are consistent with a Sustainable Communities Strategy.

Assembly Bill 32 (2006)
Requires the CARB to prepare and approve a scoping plan for achieving the maximum technologically feasible and cost-effective reductions in greenhouse gas sources or categories of sources of greenhouse gases by 2020. Requires the CARB to adopt regulations requiring the mandatory reporting of greenhouse gas emissions, and to adopt regulations for discrete early actions that could be enforceable on or before January 1, 2010.

b. Governor's Executive Orders

The following provides a brief summary of the principal Executive Orders signed by the California Governor relating to local climate action and adaptation planning.

N-82-20
Sets a statewide goal to conserve at least 30 percent of California's land and coastal waters by 2030. The California Natural Resources Agency (CNRA) was directed to develop a Natural and Working Lands Climate Smart Strategy to advance the state's carbon neutrality goal and build climate resilience. It also directed the California Air Resources Board (CARB) to update the target for natural and working lands in support of carbon neutrality as part of this Scoping Plan, and to take into consideration the Natural and Working Lands Climate Smart Strategy.

N-79-20
Establishes targets for the transportation sector as follows: (1) 100 percent of in-state sales of new passenger cars and trucks will be zero-emission by 2035; (2) 100 percent of medium- and heavy-duty vehicles will be zero-emission by 2045 for all operations where feasible, and by 2035 for drayage trucks; (3) 100 percent of off-road vehicles and equipment will be zero-emission by 2035 where feasible. The Executive Order also tasked CARB to develop and propose regulations to require increasing volumes of zero-electric passenger vehicles, medium- and heavy- vehicles, drayage trucks, and off-road vehicles to meet the 2035 and 2045.

B-55-18
Establishes a statewide goal to achieve carbon neutrality as soon as possible, and no later than 2045, and to achieve and maintain net negative emissions thereafter. Policies and programs undertaken to achieve this goal shall: (1) Seek to improve air quality and support the health and economic resiliency of urban and rural communities, particularly low-income and disadvantaged communities; and (2) Support climate adaptation and biodiversity, including protection of the state's water supply, water quality, and native plants and animals. It also calls for CARB to: (1) Develop a framework for implementation and accounting that tracks progress toward this goal. (2) Ensure future Scoping Plans identify and recommend measures to achieve the carbon neutrality goal.

B-30-15

Establishes a new interim statewide greenhouse gas emission reduction target to reduce greenhouse gas emissions to 40 percent below 1990 levels by 2030 to ensure the reduction of greenhouse gas emissions to 80 percent below 1990 levels by 2050. All state agencies with jurisdiction over sources of greenhouse gas emissions were directed to implement measures to meet the 2030 and 2050 targets. Specifically, the CARB was directed to update the Climate Change Scoping Plan to express the 2030 target in terms of million metric tons of carbon dioxide equivalent. The CNRA was directed to update the state's climate adaptation strategy every three years, and ensure that its provisions are fully implemented.

S-03-05

Establishes GHG reduction targets for California as follows: (1) by 2010, reduce GHG emissions to 2000 levels; (2) by 2020, reduce GHG emissions to 1990 levels; and (3) by 2050, reduce GHG emissions to 80 percent below 1990 levels. The Secretary of the California Environmental Protection Agency (CEPA) shall report to the Governor and the State Legislature by January 2006 and biannually thereafter on progress made toward meeting the targets, as well as the impacts of global warming on water supply, public health, agriculture, the coastline, and forestry, including the mitigation and adaptation plans to combat these impacts.

c. California Environmental Quality Act (CEQA)

Lead agencies may use adopted plans to reduce greenhouse gas (GHG) emissions consistent with State CEQA Guidelines Section 15183.5 to analyze and mitigate the significant effects of GHGs under CEQA at a programmatic level. Later, as individual projects are proposed, project-specific environmental documents may tier from and/or incorporate by reference the existing programmatic review in their cumulative impact analysis. A project-specific environmental document that relies on the plan for its cumulative impacts analysis must identify specific GHG reduction strategies applicable to the project and demonstrate the project's incorporation of the strategies.

In order to qualify under this section of the CEQA Guidelines, plans to reduce GHG emissions should:

i. Quantify greenhouse gas emissions, both existing and projected over a specified time period, resulting from activities within a defined geographic area;
ii. Establish a level, based on substantial evidence, below which the contribution to greenhouse gas emissions from activities covered by the plan would not be cumulatively considerable;
iii. Identify and analyze the greenhouse gas emissions resulting from specific actions or categories of actions anticipated within the geographic area;
iv. Specify measures or a group of measures, including performance standards, that substantial evidence demonstrates, if implemented on a project-by-project basis, would collectively achieve the specified emissions level;
v. Establish a mechanism to monitor the plan's progress toward achieving the level and to require amendment if the plan is not achieving specified levels;
vi. Be adopted in a public process following environmental review.

d. California Air Resources Board (CARB)

The 2022 Scoping Plan for Achieving Carbon Neutrality adopted by CARB lays out the sector-by-sector strategy for California to achieve carbon neutrality, outlining a technologically feasible, cost-effective, and equity-focused path to achieve the state's climate target. Consistent with recent legislation and direction from the Governor, the Scoping Plan establishes a target of reducing anthropogenic emissions to 85 percent below 1990 levels by 2045, in addition to carbon neutrality by 2045 or earlier. To achieve these goals, the Scoping Plan outlines the actions needed within each industrial sector, highlights of which are provided below, as an example:

- Vehicle Miles Travelled (VMT) per capita reduced 25% below 2019 levels by 2030, and 30% below 2019 levels by 2045;
- 100% of light duty vehicle sales are zero emission vehicles by 2035;
- 100% of medium duty truck sales are zero emission vehicles by 2040;
- 20% of aviation fuel demand is met by electricity (batteries) or hydrogen (fuel cells) in 2045;
- 100% of passenger and other locomotive sales are zero emission vehicles by 2030;
- 20 gigawatts (GW) of offshore wind power by 2045;
- All electric appliances required in new construction beginning 2026 for residential buildings and 2029 for commercial buildings.
- 25% of energy demand for construction is electrified by 2030 and 75% electrified by 2045;
- 25% of energy demand for agriculture is electrified by 2030 and 75% by 2045.

In Appendix D of the Scoping Plan, the documents note that the CEQA Guidelines (referenced above) provide that a plan should include the measures or a group of measures that would collectively achieve the plan's emissions reduction targets. However, the Scoping Plan also states that as the CEQA Guidelines are silent on what measures or groups of measures a CEQA-qualified Climate Action Plan (CAP) should contain, Appendix D identifies three priority areas that address the State's largest sources of emissions that local governments have authority or influence over. The Scoping Plan urges local jurisdictions to focus on these three priority areas when preparing a CEQA-qualified CAP:

i. Transportation electrification;
ii. VMT (Vehicle Miles Travelled) reduction; and
iii. Building decarbonization.

Appendix D recognizes the differences between jurisdictions and the complexities involved in setting local GHG emission targets. As such, the Appendix does not recommend a specific GHG target or target-setting method for local governments. However, it does present some considerations for various target-setting approaches.

- Estimate GHG reduction targets for specific years aligned with the State's long-term climate targets established through existing laws or policy guidance (i.e., 2030, 2035, and 2045).
- Ensure that local targets align with the jurisdiction's respective share of the statewide reductions needed to achieve long-term targets, and that the local inventory profile aligns with the sectors included in the state's targets, while recognizing each region's distinctive sources and profile.
- Examine the long-term GHG reduction trajectory, and include several interim reduction targets rather than a single target, to ensure that GHG emission levels in the CAP are sustainable.

- Account for projected GHG emission reductions from State policies, programs, and strategies implemented over time, but avoid double-counting State efforts to ensure that the local target focuses only on GHG emission reductions within the scope of the CAP.
- Jurisdictions considering a net-zero target should consider the effects it may have on neighboring communities (e.g., by inadvertently exporting emissions from a jurisdiction with a net-zero target to another jurisdiction with less stringent requirements or no target). Jurisdictions should also avoid creating targets that are impossible to meet as a basis to determine significance under CEQA. Ultimately, a net-zero target that makes it more difficult to achieve statewide goals by prohibiting or complicating projects that are needed to support the State's climate goals, like infill development or solar arrays, is not consistent with the State's goals.
- Design targets in ways that support overall state goals, recognizing that each region has distinctive GHG sources and reduction opportunities. Jurisdictions that work together on a regional framework to rapidly decarbonize together may have better success in maximizing both emission reductions and other co-benefits. Some jurisdictions have more land capacity to remove and store carbon, while others host GHG-emitting facilities that serve necessary functions and will take time to transition to new technology (e.g., municipal wastewater treatment plants, landfills, energy generation facilities). The scale of GHG reductions needed across all communities will be substantial, and local governments have the discretion to adopt targets appropriate to their jurisdictions so long as those targets are supported by substantial evidence.

e. <u>Bay Area Air Quality Management District (BAAQMD)</u>

The Bay Area Quality Management District (BAAQMD) is responsible for planning air quality management within the Bay Area. In 2017, the BAAQMD adopted its latest update to the Clean Air Plan, which provides a vision for 2050 that includes: the elimination of fossil fuel use in buildings; transportation that relies on the use of electric vehicles, transit, walking, and bicycling; an energy grid consisting of 100% renewable energy; and adopting a low-carbon lifestyle by greatly reducing the waste stream, recycling or composting all remaining waste, eating low-carbon food, and buying low-carbon goods and services. The Clean Air Plan will achieve this vision through a regional strategy to protect public health and protect the climate, while setting the region on a pathway to achieve the 2050 vision. The Clean Air Plan will work with the BAAQMD's 2018 Climate Protection Planning Program to reduce the district's GHG emissions to 40 percent below 1990 levels by 2030 and to 80 percent below 1990 levels by 2050.

Under CEQA Guidelines adopted by the BAAQMD in 2022, for a project to have a less-than-significant impact related to operational GHG emissions, it must either:

a. Include, at a minimum, the following project design elements; or
   i. Not include natural gas appliances or natural gas plumbing (in both residential and nonresidential development).
   ii. Not result in any wasteful, inefficient, or unnecessary energy use as determined by the analysis required under CEQA Section 21100(b)(3) and Section 15126.2(b) of the State CEQA Guidelines
   iii. Achieve a reduction in project-generated vehicle miles traveled (VMT) below the regional average consistent with the current version of the California Climate Change Scoping Plan Project-Level Impacts: Greenhouse Gas Emissions 6-4 Bay Area Air Quality Management District 2022 CEQA Guidelines (currently 15 percent) or meet a locally adopted Senate Bill 743 VMT target that reflects the recommendations

provided in the Governor's Office of Planning and Research's Technical Advisory on Evaluating Transportation Impacts in CEQA:

- Residential projects: 15 percent below the existing VMT per capita;
- Office projects: 15 percent below the existing VMT per employee; or
- Retail projects: no net increase in existing VMT; and

iv. Achieve compliance with off-street electric vehicle requirements in the most recently adopted version of CALGreen Tier 2.

b. Be consistent with a local GHG reduction strategy that meets CEQA Guidelines Section 15183.5(b) requirements (see above).

f. Local Climate Plans

A brief summary of the current climate action and adaptation planning efforts within each jurisdiction in Napa County is as follows:

City of American Canyon

Adopted an Energy Efficiency Climate Action Plan in 2012. The Plan covers both municipal operations and the community, requires additional programs to be developed in a future Climate Action Plan, and projected out until 2020. The City adopted a target to reduce energy-related greenhouse gas emissions by 15 percent below 2005 levels by 2020. A General Plan update is currently underway.

City of Calistoga

Adopted a Climate Action Plan in 2014. The Plan covers both municipal operations and the community, is voluntary, and projected out until 2020. It sets a goal to reduce greenhouse gas emissions by 15% below 2005 levels by 2020.

City of Napa

Adopted a Sustainability Plan in 2012. The Plan covers both municipal operations and the community, is voluntary, and projected out until 2020. The 2040 General Plan incorporates a Climate Change and Sustainability Element, including Policy CCS 1-1 which seeks to achieve net zero climate pollutants from public and private operations within the City by 2030 and carbon neutrality by 2040. The Climate Element builds upon the voluntary measures in the 2012 Sustainability Plan.

County of Napa

Prepared draft Climate Action Plans in 2012 and 2019. The 2019 draft plan covered both municipal operations and the community, projected out until 2050 and has required action items, but has not yet been adopted. The draft plan includes measures to reduce greenhouse gas emissions to 77% below 2014 levels by 2050. A General Plan update is currently underway.

City of St. Helena

Adopted a Greenhouse Gas Emission Reduction Action Plan in 2009. It set a target of reducing municipal operations by 20% below 2005 levels by 2020. The City adopted a General Plan update in 2019, which established broad goals to reduce greenhouse gas emissions. The Environmental Impact Report for the General Plan indicated that greenhouse gas emissions would be reduced to 60 percent below 1990 emission levels by 2040.

Town of Yountville

Adopted a Climate Action Plan in 2016. The Plan covers both municipal operations and the community, projected out until 2030, and includes voluntary measures. The City adopted a target to reduce greenhouse gas emissions by 50 percent below 2010 levels by 2030.

Hazard Mitigation Plans (HMPs)

The Napa County Multi-Jurisdictional HMP update was adopted in 2022. It included the County of Napa; Cities of American Canyon, Calistoga, and St. Helena; Town of Yountville; Napa County Flood Control and Water Conservation District; Napa County Department of Education; Napa Valley College; and Howell Mountain Mutual Water Company. The document addresses the potential effects and recommends mitigation measures for a range of climate related impacts including sea level rise, drought, increased temperatures, wildfire risk, flooding, invasive pest species, and pandemic disease.

The City of Napa HMP update was adopted in 2022. The document addresses the potential effects and recommends mitigation measures for a range of climate related impacts including invasive agricultural pests and diseases, drought, flooding, extreme weather, wildfire, and extreme heat.

In addition, all six jurisdictions have adopted resolutions declaring a climate emergency, as follows:

- City of Calistoga adopted Resolution No. 2021-63 on August 3, 2021, which set a goal of net zero climate pollution by or before 2030.
- City of American Canyon adopted Resolution No. 2022-07 on Feburary 1, 2022, which set a goal of net zero climate pollution by or before 2030.
- Town of Yountville adopted a Resolution on March 15, 2022.
- City of Napa adopted Resolution No. 2022-030 on April 5, 2022, which set a goal of net zero climate pollutants by 2030.
- City of St. Helena adopted Resolution No. 2022-26 on April 12, 2022, which set a goal of net zero climate pollution by 2030.
- County of Napa adopted Resolution No. 2022-79 on June 7, 2022, which set a goal of net zero greenhouse gas emissions with a reach target of 2030.

B. TERM OF CONTRACT AND SCOPE OF WORK

The County is seeking the services of a qualified consultant or consultant team to develop a Regional Climate Action and Adaptation Plan (RCAAP) and associated California Environmental Quality Act (CEQA) document to reduce greenhouse gas emissions (GHG) and adapt to climate change within Napa County, including the six cities and town, consistent with methodologies and goals of the California Air Resources Board (CARB) Climate Change Scoping Plan, the Bay Area Air Quality Management District (BAAQMD) Climate Protection Planning Program, State Legislation, Governor's Executive Orders, local General Plan policies, as well as other policies and requirements as mandated.

The firm(s) or individuals submitting proposals should have significant experience developing Climate Action and Adaptation Plans for local and regional governments, and preparing environmental review documents required by CEQA.

1. **Term**

The term of this contract is anticipated to be two years.

2. **Scope of Work**

Please see Attachment 2

C. SCHEDULE OF EVENTS

The tentative schedule of events for this RFP and the contract work is shown below. These dates may be changed at the discretion of Napa County. Changes to the due date for questions or due date for proposal submittal will be made by written addendum.

September 15, 2023	Request for Proposal released
Monday, October 2, 2023	Questions due by 5:00 PM PDT
Monday, October 16, 2023	Responses to questions will be published
Friday, October 20, 2023	Proposals due by 4:00 PM PDT
October-November, 2023	County review
November 2023	Interviews at discretion of County
November-December 2023	Negotiations and Contract Development
December 11, 2023	Intent to Award Notifications sent out
December 19, 2023	Contract approval and contract start date

These dates may be changed at the discretion of Napa County. Changes to the due date for questions or due date for proposal submittal will be made by written addendum.

Note that if an Environmental Impact Report is required, this timeline will be modified and extended.

The consultant shall ensure that any reports, and any deliverable provided to the County be delivered in a manner to ensure non-discrimination and equal access to County services and digital properties such as websites, documents, and applications by persons with a disability under the Americans with Disabilities Act (ADA) and under Section 508 of the Rehabilitation Act of 1973. Successful respondent shall ensure that any deliverable, including but not limited to, reports, documents, videos, multimedia productions, live broadcasts, and any and all other web content and information communications technology are fully accessible and in compliance with federal accessibility standards and laws and with the County's Web Content Accessibility Standards. Examples of accessibility standards include, but are not limited to, providing closed captions, video descriptions, and 508 compliant players.

All deliverables will be submitted to County staff in electronic format in Microsoft Word and Excel compatible software, in addition to a web ready, PDF format. Any graphic or video products will be submitted to County staff in electronic format in industry standards file formats (e.g., TIFF, PNG, MPEG, AVI).

As required by Government Code section 7550, each document or report prepared by Contractor for or under the direction of County pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract

dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

D. SUBMISSION PROCESS

In order to be considered, you must also provide seven unbound hard copies of the proposal in a sealed envelope identified by proposal title "Response to Request for Proposal for a Regional Climate Action and Adaptation Plan Consultant, RFP Number PBES092301" no later than **Friday, October 20, 2023, at 4:00 p.m. Pacific Daylight Time.** The hard copies of the proposal must be received by David Morrison, at 1195 Third Street, Room 210, Napa, CA 94559. For any inquiries, please contact via email david.morrison@countyofnapa.org or phone at 916-719-6797.

Each RFP submitted shall include a cover letter plus a maximum of ten (10) pages to address the RFP criteria, excluding resumes. Resumes for key team members shall be limited to two pages each, and should be attached as an appendix to the RFP. Total submittal should not exceed thirty (30) pages.

Submittals which do not contain the required numbers of copies and all the information requested in the RFP may be considered as non-responsive and rejected without evaluation. Submittals received after the deadline or addressed to the wrong location will be considered as non-responsive. Faxed or emailed copies will not be accepted.

All written proposals received by the submission deadline will be evaluated by a team comprised of staff from the County; Cities of American Canyon, Calistoga, Napa, and St. Helena, and the Town of Yountville. At the discretion of the evaluation team, the County may invite up to three firms to make an oral presentation of their proposals and qualifications in November 2023. Only individuals proposed as key personnel on this project would participate in the oral presentation. Work is expected to commence in December 2023.

The evaluation team will make a recommendation to the County Executive Officer and the County Executive Officer will make the final recommendation to the Board. The Board shall have the final authority as to the selection of a consultant to complete the project represented by this RFP.

E. GENERAL CONDITIONS

By submitting a response, the proposer represents and warrants that:

1. The information provided is genuine and not a sham, collusive, or made in the interest or in behalf of any party not therein named, and that the respondent has not directly or indirectly induced or solicited any other respondent to put in a sham statement, or any other respondent to refrain from presenting information and that the prospective provider has not in any manner sought by collusion to secure an advantage.

2. The proposer has not paid or agreed to pay any fee or commission, or any other thing of value contingent upon the award of an exclusive operating area, to any employee, official, or existing contracting consultant of Napa County.

3. This solicitation and related information can be found at www.countyofnapa.org/procurement. Napa County does not guarantee the accuracy of information posted on or obtained from third party organizations.

4. All Proposals become the property of the County. The County reserves the right to reject any and all submittals; to request clarification of information submitted; to request additional information from competitors; and to waive any irregularity in the submission and review process. None of the materials submitted will be returned to the respondent unless they are not submitted in a timely manner.

5. Proposals will become a public record and available for release to the public upon selection of a successful Respondent and an Intent to Award Notification is distributed. Respondents shall specify in their cover letter if they desire that any portion of their Proposal be treated as proprietary and not releasable as public information. If Respondent chooses to claim any information as proprietary, it must specify those sections in the cover letter and provide any legal justification for treatment as such. However, respondents should be aware that all such requests may be subject to legal review and challenge. In such event, each Respondent shall be responsible for the legal defense against the release of their Proposal as public information.

6. The County reserves the right to award an agreement without further competition based on the responses received to this RFP.

7. The County reserves the right to request additional information not included in this RFP from any or all respondents after proposal due date.

8. The County reserves the right to contact references not provided in the submittals.

9. The County reserves the right to incorporate its standard language into any contract resulting from this solicitation. The County's contract template is attached for reference. Templates are attached for reference only and do not need to be signed or returned with proposal.

10. The County reserves the right to reject any and all Proposals or any part of a Proposal if it is determined it is not in the best interest of the County.

11. The County reserves the right to reject the proposal of any submitter who previously failed to perform properly, or complete on time, contracts of a similar nature, or to reject the Proposal of a respondent who is not in a position to perform such a contract satisfactorily. The County may reject the Proposal of any respondent who is in default of the payment of taxes, or other monies due to Napa County.

12. An individual who is authorized to bind the proposing firm contractually shall sign the Proposal. The signature must indicate the title or position that the individual holds in the firm. An unsigned Proposal shall be rejected.

13. All costs of preparation of responses including travel for any interviews scheduled shall be borne by the proposer.

14. No prior, current, or post award verbal conversations or agreements with any officer, agent, or employee of the County or any other person or entity shall affect or modify any terms or obligations of this RFP or any agreement resulting from this process.

15. The County reserves the right to terminate this RFP and reserves the right to reject all responses to this RFP.

F. SECURITY AND PRIVACY

Any persons entering a Napa County building may be required to complete a privacy declaration form.

G. MODIFICATION OR WITHDRAWAL

Any modification, amendment, addition or alteration to any submission must be presented, in writing, executed by an authorized person or persons, and submitted prior to the final date for submissions. An individual who is authorized to bind the submitting agency contractually shall sign the modification, amendment, addition, or alteration. The signature must indicate the title or position that the individual holds in the firm. An unsigned modification amendment, addition, or alteration shall be rejected.

NO AMENDMENTS, ADDITIONS OR ALTERATIONS WILL BE ACCEPTED AFTER THE TIME AND DATE SPECIFIED AS THE SUBMISSION DEADLINE UNLESS REQUESTED BY THE COUNTY.

At any time prior to the specified time and date set for the Proposal due date, a designated representative of the responding agency may withdraw the submission provided that such person provides acceptable proof of his or her identity and such person signs a receipt. No submissions may be withdrawn or returned after the date and time set for final submission.

H. INFORMATION RESOURCE

Questions about this RFP shall be submitted via email and be referred to:

David Morrison, Special Projects Director
david.morrison@countyofnapa.org
Email Subject Line: Regional Climate Action and Adaptation Plan

Questions will not be answered that would tend to constitute an evaluation of a response being prepared or that might give an unfair advantage to a potential respondent. Except for the above named, potential respondents should not contact Napa County officials or staff regarding any aspect of this RFP. If such contact is made, the County reserves the right to reject the Proposal. No prior, current, or post award verbal conversations or agreements with any officer, agent, or employee of the County or any other person or entity shall affect or modify any terms or obligations of this RFP or any agreement resulting from this process.

I. ORGANIZATION OF PROPOSAL

The Proposal shall contain the following information and shall be organized in the same order as provided herein. Each of these section headers shall be listed in the submitted Proposal with pertinent information provided under the specific header.

1. Cover Page. Cover page shall state the Title and RFP number (Regional Climate Action and Adaptation Plan Consultant; RFP No. PBE092301); date of submission; and name and signature of the person who is authorized to make decisions and represent the submitting firm with respect to the RFP.

2. Company Information: This section shall state:
   a. The legal name of the company which can enter into a contract with the County and any alternate names for which the company is known (D.B.A.);
   b. Mailing and physical address(es);
   c. Remit to billing address;
   d. Phone, fax, and website (if applicable);
   e. Organization type;
   f. Federal I.D. number;
   g. Federal Unique Entity I.D.(if applicable);
   h. List of owners;
   i. List of corporate officers with titles (if applicable); and
   j. Name (first and last), title, mailing address, phone number, fax, and email of the person to receive notices and who is authorized to make decisions or represent the company with respect to this RFP.

3. Company Experience, Qualifications, and Approach to Scope of Work: This section shall address all of the following:

   Experience. Include the name, background, resumes, and experience of the proposed project manager and project team members. Please identify specific staff who will work on each portion and phase of the project and the estimated hours for each person; identification of any subcontractors and the specific responsibilities for each. Please highlight personnel with knowledge/experience in development of Qualified GHG Reduction Plans and preparation/use of Climate Action Plans to streamline the project-specific CEQA review process.

   Qualifications. Include a summary of qualifications pertaining to expertise and specific experience in conducting studies similar to those desired by Napa County:
   a. Client contact names
   b. Agency name, address, telephone number, and
   c. Project completion dates
   d. Name of Project Manager and Team Members

   Approach. Proposer shall demonstrate a full understanding of the Scope-of-Work and the effort needed to complete the Project on time and within budget through the submittal of a proposed work plan including project deliverables (identify specifically and thoroughly for each portion and phase). Proposer shall include a proposed work schedule to indicate duration and completion dates. Include an estimated amount of time to be spent with County staff during each phase of the project (individuals and groups).

   Other Information. Other information may be included as appropriate to highlight experience and ability to perform the work of the contract.

4. Pricing Information/Structure: This section shall communicate your proposed price for the services required under this RFP. The budget should be presented in a table which specifies the following for each task and subtask: assigned personnel, number of hours per person, applicable hourly rates, any other direct costs and total cost.

5. References. Provide 3 references (company or agency, contact, phone number, date(s), and description of service(s) provided). References should be for entities for which similar work has been completed.

6. Disclosures. A complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Proposer or a verification of no responsive incidents. Failure to comply with the terms of this provision may disqualify any Proposal. The County of Napa reserves the right to reject any Proposal based upon the Proposer's prior history with the County of Napa or with any other party, which documents, without limitation, unsatisfactory performance, significant failures to meet contract milestones or other contractual failure.

   If there are no disclosures to report, this section must still be included in the Proposal with an indication that there are no reportable disclosures.

7. Insurance Requirement. This section shall contain a written statement indicating Proposer's willingness and ability to meet all of the County's insurance requirements as indicated in Attachment C.

   Proposer's who are unable to meet all of the County's insurance requirements may submit with their Proposal an alternative plan for obtaining insurance that will adequately mitigate the risks associated with providing the services detailed above. Any alternative insurance coverage request is subject to review and approval by County Counsel and the County's Risk Management Officer.

   Failure to meet the County's insurance requirements (as determined by County Counsel and County Risk Management) may be sufficient reason for disqualification from the selection process.

8. Contract Acceptance: The successful Proposer will be expected to enter into a Professional Services Agreement (PSA) with the County. The County's standard PSA has been provided in draft for review by prospective Proposers and is attached as Exhibit A. Proposers are not required to submit a signed copy of the County's PSA with their proposal but are merely directed to review the PSA to ensure a complete understanding of the County's PSA requirements.

   Proposers should clearly note in their proposal whether they take exception to any of the PSA requirements and should include a detailed explanation of the reason for the exception and a counter-proposal or alternative suggestion(s) for the County's review. However, after review of any exceptions, the County reserves the right to reject any and all exceptions taken to the County's PSA.

9. RFP Addenda, if any. Any and all addenda shall include an acknowledgement of receipt that must be returned. The acknowledgement form must be signed and attached to the final response. Failure to attach any acknowledgement form may result in the rejection of the final response (See Section K).

10. Additional Relevant Information/Scope Revisions. The Proposer is encouraged to contribute creative ideas to this scope of services as distinctly separate alternatives and/or enhancements. If the Proposer identifies areas of concern or alternative methodologies not mentioned in this request, they should be described in the Proposal as distinct tasks/subtasks and included separately in the cost estimate.

J. EVALUATION PROCESS

An evaluation team will rank the proposals received in accordance with the terms of this RFP in the following manner. Following initial review and scoring of the Proposals, follow-up interviews may be conducted. No more than three firms will be selected for subsequent interviews. Selection will be based upon the County's evaluation of the firm's response to the RFP with the evaluation criteria listed below:

CRITERIA	MAXIMUM POSSIBLE SCORE
Project Approach	25
Understanding of Project and Local Issues	20
Experience and Success on Similar Projects	20
Qualifications of Personnel	20
Project Schedule	10
Cost	5
TOTAL POSSIBLE SCORE	**100**

For additional information, please see Attachment B.

K. AWARD

The County intends to award a contract to the Proposer which distinguishes itself as capable of the type and breadth of services provided for in Attachment A as evident in submitted Proposal. Selection and determination of qualifications is at the sole discretion of the County.

The County will attempt to negotiate a contract with the Proposer submitting the top ranked Proposal. If no contract can be successfully negotiated with the top ranked Proposer, then the County may, at its election enter into negotiations with the next highest ranked Proposer; and move down the list of Proposers in order of scoring until a contract can be negotiated.

Upon selection of qualified Proposer, completion of successful negotiations, and distribution of the "Intent to Award Notification" has taken place, the contract will be presented to the appropriate authority level for authorization.

The County reserves the right to decline awarding a contract to any of the Proposers.

L. PROTESTS OR OBJECTIONS

1. Filing of Protest

Any directly affected party who is aggrieved in connection with the solicitation or award of a purchase order or contract issued through a formal sealed bid procedure may protest the procurement action taken. Such protests must be filed in writing with:

Napa County
Purchasing Agent
1195 Third Street, Suite 310
Napa, CA 94559

Protests must be filed in writing within five (5) working days from the time of the occurrence generating the protest. Protests received after this time will not be considered. Any protest shall include the following information:

a. The date and action taken resulting in a protest, and

2. Identification of the material issue, including a detailed explanation of the basis for the protest, and the remedy sought. Specification related protests must be fully supported by technical data test results, or other pertinent information, that the substitute offered is equal to or better than the specification requirement.

2. **Resolution Process**

a. Informal Resolution. Upon receipt of the protest, the Purchasing Agent will convene, at the earliest possible convenience, discussions between the protesting party and appropriate County staff to seek informal resolution and/or to clarify the issues.

b. Response to Protest/Appeal. If the protest is not resolved by mutual agreement, the Purchasing Agent shall provide a written response to the protesting party within fifteen (15) working days following the informal meeting. County Counsel shall be consulted before the written response is issued.

c. The response shall state the Purchasing Agent's decision, the facts supporting the decision, and shall inform the protesting party of its right to appeal the decision to the Board of Supervisors.

3. **Appeal to the Board of Supervisors**

a. In the event the informal resolution procedure is unsuccessful, the protesting party may request an appeal hearing before the Board of Supervisors by filing a written request with the Clerk of the Board no later than five (5) working days after notification of the Purchasing Agent's decision. Any appeal hearing shall be scheduled within thirty (30) working days from the date request is received by the Clerk of the Board. The Clerk of the Board shall notify the appellant by personal service of the scheduled hearing date not less than ten (10) working days from the date of hearing.

b. The appellant shall have the right to testify at the hearing, to be represented by counsel, to present witnesses on his behalf, and to present oral and written documents and evidence on the issue.

c. After the conclusion of the hearing, the Board of Supervisors shall make findings of fact and a decision concerning the issue(s).

In the event of a timely protest under this section, the County shall not proceed further with the solicitation or the award of the contract or purchase order until the protest is resolved,

unless the Purchasing Agent, in consultation with the head of the using department and County Counsel, makes a written determination that the award of the purchase order or contract without further delay is necessary to protect a substantial interest of the County.

M. RFP ADDENDA

Any changes to the RFP requirements and answers to questions submitted pursuant to the provisions of this RFP will be made by addendum. All addenda shall include an acknowledgment of receipt that must be returned. The acknowledgement form must be signed and attached to the final response. Failure to attach any acknowledgement form may result in the rejection of the final response. Addenda will be provided to all known interested firms and posted on the County website.

O. LOCAL VENDOR PREFERENCE

Napa County has a local vendor preference which covers the acquisition of requested services. Proposers will be awarded contracts for services where qualifications are determined by the reviewing panel to be otherwise equal, unless such preference is not allowable by law. For this matter, a local vendor is a vendor who has a billing address located within Napa County. Where appropriate, out of county Proposers are encouraged to subcontract with qualified local vendors.

N. ATTACHMENTS

A. Project Description and Scope of Services
B. Scoring Criteria
C. Professional Services Agreement (PSA) Example - Final Contract language will be dependent on details developed during negotiations and contract development

ATTACHMENT A

PROJECT DESCRIPTION and SCOPE OF SERVICES

1. Regional Climate Action and Adaptation Plan (RCAAP)

The purpose of the RCAAP is to prepare a comprehensive plan for the Cities of American Canyon, Calistoga, Napa, and St. Helena, the Town of Yountville, and the County of Napa to reach carbon neutrality (net zero greenhouse gas (GHG) emissions) by the year 2030 or as soon as can be reasonably achieved. The RCAAP should recognize the different opportunities and constraints within each jurisdiction in developing the path and actions necessary to achieve carbon neutrality and climate adaptation, while working as an integrated plan for the entire Napa County region. Each of the following sectors shall be evaluated for potential action measures that contribute to individual jurisdiction and overall carbon neutrality: on-road transportation, building energy, solid waste, off-road vehicles, agriculture, waste water treatment, and imported water. Analysis shall be consistent with the most current methodology and analysis used by the CARB. Each action shall be accompanied by quantifiable and measurable projected reductions in GHG emissions and/or increases in carbon sequestration, as well as reduction in risk due to climate adaptation strategies, within a timeline and framework to show how and when each individual jurisdiction and the region as a whole will achieve carbon neutrality and climate resilience. Where feasible, each action will also be provided with an estimate of the cost to families, businesses, and/or municipalities, as well as an estimate of the amount of staff hours needed to implement the measure, and how any technology gaps are anticipated to be overcome.

During preparation of the RCAAP, the selected consultant will review the 2019 regional GHG inventory, the existing climate action plans for each jurisdiction, and applicable state and district requirements. The consultant will also meet with staff from each jurisdiction and local agencies to discuss current and anticipated GHG reduction programs, as well as review options for potential action measures to achieve carbon neutrality. The consultant will sub-contract with the Napa County Resource Conservation District (NCRCD) to reach stakeholders and to develop resources to inform and engage the public, actively solicit comments. The consultant will be available for presentations to City and Town Councils, Board of Supervisors, the Climate Action Committee, and/or related groups as needed. Following their review, consultation, analysis, and outreach, the consultant will provide recommendations to the Climate Action Committee regarding quantifiable actions for each jurisdiction and the region to achieve carbon neutrality by 2030 or as soon as can be reasonably achieved, as well as climate resiliency. Concurrent with the preparation of the draft recommendations, the consultant will also prepare a draft document to ensure compliance of the RCAAP with the CEQA. The final draft RCAAP and accompanying CEQA document will be presented to the Climate Action Committee for recommendation, as well as the respective jurisdictional legislative bodies for decision.

The RCAAP shall, at a minimum, include the following sections. Consultants are highly encouraged to recommend additional sections for inclusion in the RCAAP based on their experience, industry standards, and recent innovations:

a. Introduction to climate change science, the relationship between local activities and greenhouse gas emissions, the purpose of climate action and adaptation plans and a summary of the applicable regulatory frameworks (federal, state and regional).

b. Overview of the emissions and carbon sequestration potential within each sector and jurisdiction identified in the updated 2019 regional GHG Inventory.

c. Estimates of future GHG emissions by sector and jurisdiction for each of the following years: 2030, 2035, and 2045. Separate estimates shall be provided for a Business as Usual (BAU) forecast; GHG emissions assuming state mandates; and GHG emissions assuming implementation of the RCAAP.

d. Prioritized GHG reduction action measures, including an analysis to aid the stakeholders and jurisdictions in evaluating the feasibility and prioritizing each measure. The analysis tool will include, at minimum, the following criteria:
   i. Effectiveness – quantified estimated GHG reductions resulting from each measure;
   ii. Cost – implementation costs to government, private sector, and non-profit organizations, as well as potential funding sources;
   iii. Equity – Measures should be affordable and accessible, uplift disadvantaged communities, and address the disproportionate environmental burdens faced by low-income communities and communities of color;
   iv. Feasibility/Implementation Framework – identification of implementing agency, required changes to existing policies/codes, funding and financing sources, and level of effort needed to implement in terms of staff hours; and
   v. Secondary benefits - estimated cost-savings, health benefits, etc.

e. Assessment of risk(s) that each jurisdiction faces due to the impact of climate change and prioritized climate adaptation strategies to achieve resilience within each jurisdiction. Areas addressed should include but not be limited to energy grid resiliency, water availability, sea level rise, wildfire, and flooding. The assessment shall include an analysis to aid the stakeholders and jurisdictions in evaluating the feasibility and prioritizing each measure. The analysis tool will include, at minimum, the following criteria:
   i. Effectiveness – quantified reduction in risk resulting from each measure;
   ii. Cost – implementation costs to government, private sector, and non-profit organizations, as well as potential funding sources;
   iii. Equity – Measures should be affordable and accessible, uplift disadvantaged communities, and address the disproportionate environmental burdens faced by low-income communities and communities of color;
   iv. Feasibility/Implementation Framework – identification of implementing agency, required changes to existing policies/codes, permitting and CEQA requirements, funding and financing sources, and level of effort needed to implement in terms of staff hours; and
   v. Secondary benefits - estimated cost-savings, health benefits, etc.

f. Implementation plan and monitoring program that meets the BAAQMD and CEQA guidelines requirements for a Qualified Climate Action and Adaptation Plan. Consultant responsibilities related to this will generally involve the following subtasks:
   i. Prepare a spreadsheet that identifies and prioritizes measures and actions as identified in the RCAAP and allows local jurisdictions to assign staff/agency, track costs/benefits and progress towards goals and milestones; and
   ii. Create a web-based dashboard tracking tool (Excel or other non-proprietary software-based system) that allows the public to monitor jurisdictions' progress towards GHG reduction goals annually.

The contract will be considered fulfilled when the RCAAP has been adopted and the CEQA document has been certified by the County Board of Supervisors.

2. Public Outreach

The public outreach effort shall include, at a minimum: four community outreach meetings for the public; social media and community engagement strategy; online platform to inform, update, and receive feedback from the public; two presentations to the Climate Action Committee; and six presentations for decision making bodies for final adoption. Community outreach meetings include two meetings prior to preparing the Administrative Draft RCAAP and two meetings following release of the Administrative Draft RCAAP. Proposals should assume that the consultant will attend all public outreach meetings and public hearings in person, not by Zoom or other remote means. Consultant responsibilities related to this will generally involve the following subtasks:

a. Prepare presentation materials for the community meetings and submit in advance of meetings for review and approval by County staff.
b. Make presentation and/or answer questions at each community meeting, including gathering information/ideas potentially relevant to content of the RCAAP.
c. Create a summary document within a week of each community meeting. The summary shall include any Action Items that result from the meeting, along with responses to public questions and/or comments, and shall be provided in a format ready to be posted on the Internet.
d. Work with staff to identify ideas/concerns and proposed language to incorporate into the RCAAP.
e. A one-page summary of the RCAAP and a video summary not to exceed three minutes that are graphically rich, visually enticing, and explains the document to a non-technical audience. Both the document and video shall be provided in both English and Spanish.
f. Include an optional task and cost for an additional six public meetings to those listed above. The purpose of these additional meetings would be to provide supplemental opportunities for presentation and discussion for the six decision-making bodies, on an as needed basis.

3. Coordination

The Proposer is expected to meet at least bi-weekly (electronically) with County staff and other key personnel to provide status updates, scheduling, actions and policies, CEQA, data availability, and other matters related to implementation of this contract.

The Cities of American Canyon, Calistoga, Napa, and St. Helena; County of Napa, and Town of Yountville are local municipalities that provide a wide range of city and county services. The six jurisdictions operate under a Joint Powers Agreement as the Climate Action Committee (CAC), to coordinate GHG reduction and climate adaptation policies, grants, and programs. The consultant will coordinate with staff from each of the six jurisdictions within the CAC to review existing local plans, policies, and programs related to climate change, and to review and receive feedback on proposed GHG reduction and adaptation recommendations, as part of the development of the draft RCAAP.

The Napa Valley Transportation Authority (NVTA) is the local public transportation provider and congestion management agency. The consultant will coordinate with NVTA staff to clarify data developed by NVTA or its consultants, and to review and clarify programs, plans,

planned projects and services provided by NVTA that would relate to the RCAAP. The consultant will review proposed measures and receive feedback from NVTA staff on areas or recommendations that involve NVTA as part of the final RCAAP.

The Napa Resource Conservation District (NCRCD) is a non-regulatory agency that operates voluntary programs across the county for conserving, protecting, and restoring natural resources in a landscape that supports agriculture, urban areas, and wild lands. They provide technical assistance, educational programs, monitoring programs, and funding sources to help ensure thriving watersheds. The consultant will subcontract with NCRCD to develop an information and engagement strategy to ensure broad participation and feedback from community regarding the RCAAP.

4. California Environmental Quality Act (CEQA)

Prepare a memo recommending to the County the appropriate approach to environmental review pursuant to CEQA, the Napa County's Local Procedures for Implementing the CEQA (2020), and BAAQMD's CEQA Guidelines necessary to adopt and implement the RCAAP. The approach will include documentation sufficient to ensure that consistency of future projects within the RCAAP will satisfy CEQA requirements. For purposes of budgeting, the memo should briefly describe an estimated scope, cost and timeline for preparation of the CEQA document, which will be a task initiated at a later date. In addition, the memo shall include strategies for efficiently complying with CEQA, consultant's qualifications, resumes of lead personnel to be employed in the project, and a list of other pertinent environmental documents prepared by the consultant's firm. All CEQA work will be carried out in close coordination with Napa County.

5. Timeline

The term of this contract is expected to be no more than two years. The expected sequence of events is anticipated to be as follows;

TIMING	ACTION
December 2023	Contract approval
January 2023	Project Kick-off
February – March 2023	Consultations with staff and data gathering
April 2024	Community outreach meetings
May 2024	Draft RCAAP released
June – September	Preparation of CEQA document
June - July 2024	Community outreach meetings
September 2024	Recommendation by Climate Action Committee
October 2024	Recommendation by member jurisdictions
November 2024	Approval of RCAAP/certification of CEQA document by County

These dates may be changed at the discretion of Napa County. Note that if an Environmental Impact Report is required, this timeline will be modified and extended.

6. Report Formatting

Whenever possible, and as coordinated with the County, all reports shall be provided electronically.

The Final Report should be clear, comprehensive, well-organized and data-rich and include a separate Executive Summary that is attractive, succinct, graphically-rich, and written in an accessible manner. The County will be provided with six (6) bound and one (1) unbound copy of the Final Report and Executive Summary, as well as electronic copies of the final versions (both Word and pdf formats), including any tables in Excel format and maps in GIS file format (as applicable).

Ensure that any reports, and any deliverable to the County be delivered in a manner to ensure non-discrimination and equal access to County services and digital properties such as websites, documents, and applications by persons with a disability under the Americans with Disabilities Act (ADA) and under Section 508 of the Rehabilitation Act of 1973. Successful respondent shall ensure that any deliverable, including but not limited to, reports, documents, videos, multimedia productions, live broadcasts and any and all other web content and information communications technology are fully accessible and in compliance with federal accessibility standards and laws and with the COUNTY's Web Content Accessibility Standards. Examples of accessibility measures include, but are not limited to, providing closed captions, video descriptions, and 508 compliant players.

7. <u>Compliance with Government Code Section 7550</u>

As required by Government Code section 7550, each document or report prepared by CONTRACTOR for or under the direction of COUNTY pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports

ATTACHMENT B

SCORING CRITERIA

Selection of the Proposer will be based upon the County's evaluation of the firm's response to the RFP with the evaluation criteria listed below:

1. **Project Approach**

Provide a detailed description of the offered services and approach to the Scope of Work. Attention to each of the sections and details provided in Attachment A – Scope of Work shall be considered within your response. (25 Points)

2. **Understanding of Project and Local Issues**

Describe your firm's knowledge of what the RCAAP is intended to accomplish for the Napa County region and member jurisdictions. Discuss the relationship of the RCAAP to implementation by individual member jurisdictions, as well as coordination by the member jurisdictions as a whole. In addition, Napa County has unique constraints and opportunities compared to many other jurisdictions and regions. Demonstrate your firm's insights into local social, environmental, and economic dynamics, and how they may create challenges and/or complement the climate action planning process.
(20 Points)

3. **Experience and Success on Similar Projects**

Any current or past contracts with government agencies and/or other organizations in preparing Climate Action Plans and CEQA documents shall be listed and described in this section. Descriptions of working on regional and/or multi-organizational climate action planning is strongly preferred. Include updates on the current status of the climate action plans you've prepared; are they being implemented, are they effective? Discuss strategies, policies, actions, and approaches that have been successful in your firm's past experience(s) and how they would be incorporated into the process for Napa County. (20 Points)

4. Qualifications of Personnel

Describe the background, experience, qualifications, technical capabilities, and expertise of personnel who will be providing climate action plan and CEQA document services. Experience and qualifications of key field personnel should be included. Licensing and certification shall also be described in this section. Designate a project manager who will be the primary point of contract throughout the term of the contract, as well as an organization chart of the personnel involved in the Proposal. (20 Points)

5. Project Schedule

Provide a workplan showing milestones and dates/weeks in which they would be completed, in terms of accomplishing the goal of having the RCAAP adopted and the CEQA document certified by the end of 2024. (10 Points)

6. Cost

Provide a detailed budget showing the milestones provided in the Project Schedule in (5) above, with the amount of time and cost for each personnel member involved in that milestone. Overall totals of hours and cost per each person working on the Proposal shall be provided, as well as total project costs. Provide and detail any administrative, incidental, or other costs. (5 Points)

ATTACHMENT C

PROFESSIONAL SERVICES AGREEMENT - EXAMPLE

NAPA COUNTY AGREEMENT NO.

THIS AGREEMENT is made and entered into as of this 19th day of December, 2023, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and _____ _____ corporation", whose mailing [or business] address is _____, hereinafter referred to as "CONTRACTOR";

RECITALS

WHEREAS, COUNTY wishes to obtain specialized services, as authorized by Government Code section 31000, in order to develop a Regional Climate Action and Adaptation Plan (RCAAP) and associated California Environmental Quality Act (CEQA) document that identifies specific actions and strategies to reduce greenhouse gas emissions (GHG) and adapt to climate change within the following jurisdictions: City of American Canyon, City of Calistoga, City of Napa, County of Napa, City of St. Helena, and Town of Yountville; and

WHEREAS, CONTRACTOR is willing to provide such specialized services to COUNTY under the terms and conditions set forth herein; and

TERMS

NOW, THEREFORE, COUNTY hereby engages the services of CONTRACTOR, and CONTRACTOR agrees to serve COUNTY in accordance with the terms and conditions set forth herein:

1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on December 31, 2025, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention).

2.

2. **Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit "A", attached hereto, in addition to the RFP and CONTRACTOR's proposal, incorporated by reference herein.

3. **Compensation.**

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit "B", attached hereto and incorporated by reference herein.

(b) Expenses. No travel or other expenses will be reimbursed by COUNTY.

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of _____ ($_____) for professional services and _____ ($____) for expenses; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

4. **Method of Payment.**

(a) Professional Services. All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to COUNTY of an itemized billing invoice in a form acceptable to the Napa County Auditor which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked, a detailed description of the tasks completed during the billing period, the names of person(s) performing the services and the position(s) held by such person(s), and the approved hourly or task rate.

(b) Expenses. If the Agreement provides for expense reimbursement, requests for reimbursement shall describe the nature and cost of the expense, the date incurred. With the exception of per diem reimbursements, receipts must be attached.

(c) Fixed Price. If the Agreement provides for a fixed price, if CONTRACTOR presents interim invoices, CONTRACTOR must state the percentage of work completed, which must be verified by COUNTY, i.e., 35% design, 95% design, draft report, et cetera, at which time CONTRACTOR shall be paid the equivalent percentage of the fixed price.

(d) CONTRACTOR shall submit invoices not more often than monthly to the Director of Planning, Building, and Environmental Services who, after review and approval as to form and content, shall submit the invoice to the Napa County Auditor no later than fifteen (15) calendar days following receipt. A sample invoice showing the level of detail required is attached as Exhibit “C”.

(e) Legal status. So that COUNTY may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be provided to the Director of Planning, Building, and Environmental Services upon request in a form satisfactory to the Napa County Auditor. Such proof shall include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

5. **Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR’s own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that COUNTY may monitor the work performed by CONTRACTOR. COUNTY shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes, unless required to do so by court order. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

6. **Specific Performance.** It is agreed that CONTRACTOR, including the agents or employees of CONTRACTOR, shall be the sole providers of the services required by this Agreement. Because the services to be performed by CONTRACTOR under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, COUNTY, in addition to any other rights or remedies which COUNTY may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by CONTRACTOR.

7. **Insurance.** CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation Insurance. To the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of CONTRACTOR's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide COUNTY with certification of all such coverages upon request by COUNTY's Risk Manager.

(b) Liability Insurance. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, **issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance**:

(1) General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(2) Professional Liability/Errors and Omissions. Professional liability [or errors and omissions] insurance for all activities of CONTRACTOR arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS ($1,000,000) per claim. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(3) Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If CONTRACTOR owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in subparagraph (b)(1) above. If CONTRACTOR or CONTRACTOR's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person upon request.

(c) Certificates of Coverage. All insurance coverages referenced in 7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of COUNTY's Risk Manager, demonstrated by other evidence of coverage acceptable to COUNTY's Risk Manager, which shall be filed by CONTRACTOR with the Napa County Department of Planning, Building, and Environmental Services prior to commencement of performance of any of CONTRACTOR's duties.

(1) The certificate(s) or other evidence of coverage shall reference this Agreement by its COUNTY number or title and department; shall be kept current during the term of this Agreement; shall provide that COUNTY shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(2) Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in 7(b)(1) and, for the comprehensive automobile liability insurance coverage referenced in 7(b)(3) where the vehicles are covered by a commercial policy rather than a personal policy, CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming COUNTY, its officers, employees, agents and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, CONTRACTOR shall file an endorsement waiving subrogation with the evidence of coverage.

(3) The certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of COUNTY shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to COUNTY with respect to any insurance or self-insurance programs maintained by COUNTY. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

(4) Upon request by COUNTY's Risk Manager, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, COUNTY's Risk Manager, which approval shall not be denied unless the COUNTY's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of CONTRACTOR by this Agreement. At the option of and upon request by COUNTY's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects COUNTY, its officers, employees, agents and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

(e) Inclusion in Subcontracts. CONTRACTOR agrees to require all subcontractors and any other entity or person who is involved in providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in this Paragraph 7.

8. **Hold Harmless/Defense/Indemnification.**

(a) In General. To the full extent permitted by law, CONTRACTOR shall defend at its own expense, indemnify, and hold harmless COUNTY and its officers, agents, employees, volunteers, or representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind, and description,

including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising from all acts or omissions of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, actions, losses, injuries, damages or expenses arising from the sole negligence or willful acts of COUNTY or its officers, agents, employees, volunteers, representatives, or other contractors or their subcontractors. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

(b) Employee Character and Fitness. CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, CONTRACTOR shall hold COUNTY and its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR's actions in this regard.

9. **Termination for Cause.** If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within thirty (30) days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving ten (10) days prior written notice to the defaulting party in the manner set forth in Paragraph 13 (Notices). The Napa County Purchasing Agent or designee pursuant to Napa County Code section 2.36.050 is hereby authorized to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of COUNTY for cause.

10. **Other Termination.** This Agreement may be terminated by either party for any reason and at any time by giving prior written notice of such termination to the other party specifying the effective date thereof at least sixty (60) days prior to the effective date, as long as the date the notice is given and the effective date of the termination are in the same fiscal year; provided, however, that no such termination may be effected by COUNTY unless an opportunity for consultation is provided prior to the effective date of the termination. COUNTY hereby authorizes the Napa County Executive Officer to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of COUNTY for the convenience of COUNTY.

11. **Disposition of, Title to and Payment for Work Upon Expiration or Termination.**

(a) Upon expiration of this Agreement or termination for cause under Paragraph 9 or termination for convenience of a party under Paragraph 10:

(1) To the extent CONTRACTOR has provided services through Software and Applications materials licensed to COUNTY, COUNTY shall promptly return the Software and Application materials to CONTRACTOR. In addition, to the extent CONTRACTOR maintains COUNTY data on those portions of digital software hosted by CONTRACTOR and not controlled by COUNTY (“County data”), CONTRACTOR shall promptly return County data to COUNTY Information Technology Department (ITS) in a format designated by ITS and shall subsequently purge County data from CONTRACTOR’s systems upon confirmation from

COUNTY that the copy of the data provided to COUNTY is comprehensive of the data previously hosted by CONTRACTOR.

(2) All finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of COUNTY, the property of and shall be promptly returned to COUNTY, although CONTRACTOR may retain a copy of such work for its personal records only, except as otherwise provided under Paragraph 15 (Confidentiality) of this Agreement. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONTRACTOR under this Agreement shall be deemed a "work made for hire" for purposes of copyright or patent law and only COUNTY shall be entitled to claim or apply for the copyright or patent thereof. Notwithstanding the foregoing and to the extent services under this Agreement involve the development of previously patented inventions or copyrighted software, then upon expiration or termination of this Agreement, title to, ownership of, and all applicable patents, copyrights and trade secrets in the products developed or improved under this Agreement, shall remain with CONTRACTOR or any other person or entity if such person previously owned or held such patents, copyrights, and trade secrets, and such persons shall retain complete rights to market such product; provided, however, that COUNTY shall receive, at no additional cost, a perpetual license to use such products for its own use or the use of any consortium or joint powers agency to which COUNTY is a party. If the product involves a source code, CONTRACTOR shall either provide a copy of the source code to COUNTY or shall place the source code in an escrow account, at CONTRACTOR's expense, from which the source code may be withdrawn and used by COUNTY for the sole purpose of maintaining and updating the system dependent upon such code when such use is necessary to prevent loss of service to COUNTY.

(b) CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed prior to expiration or receipt of the notice of termination or commenced prior to receipt of the notice of termination and completed satisfactorily prior to the effective date of the termination; except that CONTRACTOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of the Agreement by CONTRACTOR whether or not the Agreement expired or otherwise terminated, and COUNTY may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to COUNTY from CONTRACTOR is determined.

12. **No Waiver.** The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

13. **Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

COUNTY	CONTRACTOR
Brian Bordona	[Name]
Director of Planning, Building and Environmental Services	[Address]
1195 Third Street, Suite 210	
Napa, CA. 94559	

14. **Compliance with COUNTY Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Clerk of the Board of Supervisors and incorporated by reference herein. CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by COUNTY employees or contractors.

(a) Waste Source Reduction and Recycled Product Content Procurement Policy adopted by resolution of the Board of Supervisors on March 26, 1991.

(b) County of Napa "Policy for Maintaining a Harassment and Discrimination Free Work Environment" revised effective June 20, 2017.

(c) County of Napa Drug and Alcohol Policy adopted by resolution of the Board of Supervisors on June 25, 1991.

(d) Napa County Information Technology Use and Security Policy adopted by resolution of the Board of Supervisors on April 17, 2001. To this end, all employees and subcontractors of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the COUNTY computer network shall sign and have on file with COUNTY's ITS Department prior to receiving such access the certification attached to said Policy.

(e) Napa County Workplace Violence Policy, adopted by the BOS effective May 23, 1995 and subsequently revised effective November 2, 2004, which is located in the County of Napa Policy Manual Part I, Section 37U.

15. **Confidentiality.**

(a) Maintenance of Confidential Information. Confidential information is defined as all information disclosed to CONTRACTOR which relates to COUNTY's past, present, and future activities, as well as activities under this Agreement. CONTRACTOR shall hold all such information as CONTRACTOR may receive, if any, in trust and confidence, except with the prior written approval of COUNTY, expressed through its Director of Planning, Building, and Environmental Services. Upon cancellation or expiration of this Agreement, CONTRACTOR shall return to COUNTY all written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR's work product if such product has been made available to the public by COUNTY.

(b) Protection of Personally Identifiable Information and Protected Health Information.

(1) To the extent CONTRACTOR is provided, creates, or has access to, Protected Health Information (PHI), Personally Identifiable Information (PII), or any other legally protected confidential information or data in any form or matter (collectively referred to as "Protected Information"), CONTRACTOR shall adhere to all federal, state and local laws, rules and regulations protecting the privacy of such information. CONTRACTOR shall adhere to all existing and future federal, state and local laws, rules and regulations regarding the privacy and security of Protected Information, including, but not limited to, laws and regulations requiring data encryption or policy and awareness programs for the protection of COUNTY Protected Information provided to, or accessed or created by, CONTRACTOR. Additionally, CONTRACTOR shall only access, use or disclose County Protected Information if such access, use, or disclosure is expressly permitted by the terms of its agreement with County. Any other access, use or disclosure of County Protected Information is prohibited. Examples of prohibited accesses, uses and disclosures include, but are not limited to: the removal of confidential files, documents or devices containing County Protected Information from a County facility; the

unauthorized transmission of County Protected Information via email, fax or other means; and the discussion of such information with other individuals (including other CONTRACTOR or County employees) who do not have a County approved business reason to obtain the information.

(2) CONTRACTOR shall ensure that its staff and any third party organizations or individuals that it engages to perform services in conjunction with the terms if this agreement are trained to its privacy and security policies, as well as Paragraph 15 of this agreement; and procedures and that appropriate physical, technological and administrative safeguards are in place to protect the confidentiality of COUNTY's Protected Information. Upon request, CONTRACTOR shall make available to COUNTY its policies and procedures, staff training records and other documentation of compliance with this Paragraph 15.

(3) CONTRACTOR agrees to notify COUNTY immediately of any unauthorized access to or disclosure of Protected Information that it becomes aware of. This includes instances wherein CONTRACTOR encounters unsecured Protected Information in areas where CONTRACTOR employees are performing services.

(4) CONTRACTOR will be responsible for all costs associated with CONTRACTOR's breach of the security and privacy of COUNTY's Protected Information, or its unauthorized access to or disclosure of COUNTY's Protected Information, including, but not limited to, mitigation of the breach, cost to the County of any monetary sanctions resulting from breach, notification of individuals affected by the breach, and any other action required by federal, state, or local laws, rules or regulations applicable at the time of the breach.

All desktop and laptop computers, as well other similar type computer systems, used by CONTRACTOR shall be encrypted using the same encryption algorithm described above. All data in transit shall require the same encryption. Storage of COUNTY data on removable portable storage is prohibited.

Upon termination of this agreement, CONTRACTOR shall purge all COUNTY data from all CONTRACTOR systems using a forensic grade deletion that conforms to US Department of Defense DoD 5220.22-M (E) standards.

CONTRACTOR shall reimburse the COUNTY for all associated costs of a breach, including but not limited to reporting costs and associated penalties the COUNTY must bear.

16. **No Assignments or Subcontracts.**

(a) In General. A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for COUNTY to withhold its consent to assignment. For purposes of this subparagraph, the consent of COUNTY may be given by the Director of Planning, Building, and Environmental Services.

(b) Effect of Change in Status. If CONTRACTOR changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

17. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. Failure of CONTRACTOR to secure such authorization in writing in advance of performing any extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

18. **Interpretation; Venue.**

(a) Interpretation. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) Venue. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

19. **Compliance with Laws.** CONTRACTOR shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), or political affiliation or belief, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), use of family care leave, or political affiliation or belief. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-

hired employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to COUNTY for inspection.

(c) Inclusion in Subcontracts. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include all of the provisions of this Paragraph 19 in all such subcontracts as obligations of the subcontractor.

(d) Prevailing Wages. [RESERVED]

20. **Taxes.** CONTRACTOR agrees to file federal and state tax returns or applicable withholding documents and to pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. In the event that COUNTY is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish COUNTY with proof of payment of taxes or withholdings on those earnings.

21. **Access to Records/Retention.** COUNTY, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records for at least seven (7) years after COUNTY makes final payment for any of the work authorized hereunder and all pending matters are closed, whichever is later.

22. **Authority to Contract.** CONTRACTOR and COUNTY each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement.

23. **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to COUNTY and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as COUNTY may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, COUNTY may terminate this Agreement immediately upon giving written notice without further obligation by COUNTY to CONTRACTOR under this Agreement.

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that COUNTY has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the Elections Division of the Napa

County Assessor-Clerk Recorder “assuming office”, “annual”, and “leaving office” Statements of Economic Interest as a “consultant”, as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless it has been determined in writing that CONTRACTOR, although holding a “designated” position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation.

24. **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

25. **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

26. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

27. **Entirety of Contract.** This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

28. **Special Terms and Conditions. [RESERVED]**

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date first above written.

doing business as _____

By_____
[NAME], [Title]

By_____
[NAME], [Title]

"CONTRACTOR"

NAPA COUNTY, a political subdivision of
the State of California

By_____
BELIA RAMOS, Chair
Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: __ _____ County Counsel Date: . _____	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ ____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By:__ ____

EXHIBIT "A"

SCOPE OF WORK

CONTRACTOR shall provide COUNTY with the following services:

I. DESCRIPTION OF SERVICES

II. COMPLIANCE WITH GOVERNMENT CODE SECTION 7550. As required by Government Code section 7550, each document or report prepared by CONTRACTOR for or under the direction of COUNTY pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

EXHIBIT "B"

COMPENSATION AND EXPENSE REIMBURSEMENT

EXHIBIT "C"

SAMPLE INVOICE