

**CITY OF SANTA ROSA
PROFESSIONAL SERVICES AGREEMENT
WITH AP TRITON, LLC
AGREEMENT NUMBER _____**

This "Agreement" is made as of this ____ day of _____, 2025, by and between the City of Santa Rosa, a municipal corporation ("City"), and AP Triton, LLC, a limited liability company ("Contractor").

R E C I T A L S

A. City desires to enter into a professional service agreement with AP Triton, LLC to update our Community Wildfire Protection Plan (CWPP).

B. City desires to retain a responsible and qualified firm to conduct the services described above in accordance with the Scope of Services as more particularly set forth in Exhibit A to this Agreement.

C. Contractor represents to City that it is a responsible firm composed of highly trained professionals with the ability and skills necessary to successfully perform the services hereunder under the terms and conditions of this Agreement.

D. The parties have negotiated upon the terms pursuant to which Contractor will provide such services and have reduced such terms to writing.

AGREEMENT

NOW, THEREFORE, City and Contractor agree as follows:

1. SCOPE OF SERVICES

Contractor shall provide to City the services described in Exhibit A ("Scope of Services"). Contractor shall provide these services at the time, place, and in the manner specified in Exhibit A. Exhibit A is attached hereto for the purpose of defining the manner and scope of services to be provided by Contractor and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between this Agreement and any terms or conditions of any document prepared or provided by Contractor and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the terms of this Agreement shall control and prevail.

2. COMPENSATION

a. City shall pay Contractor for services rendered pursuant to this Agreement at the rates, times and in the manner set forth in Exhibit B. Contractor shall submit monthly statements to City which shall itemize the services performed as of the date of the statement and set forth a progress report, including work accomplished during the period, percent of each task completed, and planned effort for the next period. Invoices shall identify personnel who have worked on the services provided, the number of hours each worked during the period covered by the invoice, the hourly rate for each person, and the percent of the total project completed, consistent with the rates and amounts shown in Exhibit B.

b. The payments prescribed herein shall constitute all compensation to Contractor for all costs of services, including, but not limited to, direct costs of labor of employees engaged by Contractor, travel expenses, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of Contractor, its agents and employees. In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in Contractor's invoice.

c. Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all services to be performed hereunder shall in no event exceed the sum of one hundred thirty-nine thousand, seven hundred ninety-nine dollars (\$139,799). Contractor acknowledges and agrees that it exceeds the maximum compensation under this Agreement at its own risk. The City's Chief Financial Officer is authorized to pay all proper claims from Charge P05109.

3. DOCUMENTATION; RETENTION OF MATERIALS; ACCESS TO RECORDS

a. Contractor shall maintain adequate documentation to substantiate all charges as required under Section 2 of this Agreement.

b. Contractor shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate.

c. Contractor shall maintain the records and any and all other records pertinent to this Agreement for a period of four (4) years after completion of all services hereunder.

d. Contractor agrees to provide City, the State of California, the Federal Emergency Management Agency ("FEMA") Administrator, the Comptroller General of the United States, and any or all of their authorized representatives, access to any books, documents, papers, and records of Contractor which are pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

e. Contractor agrees to permit all or any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

f. Contractor agrees to provide the FEMA Administrator or his authorized representatives access to work sites pertaining to the services being performed under this Agreement.

4. INDEMNITY

a. Contractor shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless City, and its employees, officials and agents ("Indemnified Parties") from all claims, demands, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, its officers, employees, or agents, in said performance of professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of City.

b. The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 4, nor shall the limits of such insurance limit the liability of Contractor hereunder. This Section 4 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 18(b), below. The provisions of this Section 4 shall survive any expiration or termination of this Agreement.

5. INSURANCE

a. Contractor shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements." Maintenance of the insurance coverage set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Contractor in exchange for City's agreement to make the payments prescribed hereunder. Failure by Contractor to (i) maintain or renew coverage, (ii) provide City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by City as a material breach of this Agreement by Contractor, whereupon City shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Contractor to maintain required insurance coverage shall not excuse or alleviate Contractor from any of its other duties or obligations under this Agreement. In the event Contractor, with approval of City pursuant to Section 6 below, retains or utilizes any subcontractors in the provision of any services to City under this Agreement, Contractor shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverages set forth in the Insurance Requirements in Attachment One.

b. Contractor agrees that any available insurance proceeds broader than or in excess of the coverages set forth in the Insurance Requirements in Attachment One shall be available to the additional insureds identified therein.

c. Contractor agrees that the insurance coverages and limits provided under this Agreement are the greater of: (i) the coverages and limits specified in Attachment One, or (ii) the broader coverages and maximum limits of coverage of any insurance policy or proceeds available to the name insureds.

6. ASSIGNMENT

Contractor shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of City, in City's sole and absolute discretion. Contractor agrees that the City shall have the right to approve any and all subcontractors to be used by Contractor in the performance of this Agreement before Contractor contracts with or otherwise engages any such subcontractors.

7. NOTICES

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to:

City Representative:

Contractor Representative:

Jared McDaniel, Assistant Fire
Marshal
2373 Circadian Way
Santa Rosa, CA 95407
707-543-3500
F (707) 543-3520

Kurt Latipow, CEO
1309 Coffeen Avenue Suite 3178
Sheridan, WY 82801
F (833) 251-5824

8. INDEPENDENT CONTRACTOR

a. It is understood and agreed that Contractor (including Contractor's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of City. City is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Agreement, and Contractor shall be issued a Form 1099 for its services hereunder. As an independent contractor, Contractor hereby agrees to indemnify and hold City harmless from any and all claims that may be made against City based upon any contention by any of Contractor's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.

b. It is further understood and agreed by the parties hereto that Contractor, in the performance of Contractor's obligations hereunder, is subject to the control and direction of City as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by Contractor for accomplishing such results. To the extent that Contractor obtains permission to, and does, use City facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Contractor's sole discretion based on the Contractor's determination that such use will promote Contractor's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the City does not require that Contractor use City facilities, equipment or support services or work in City locations in the performance of this Agreement.

c. If, in the performance of this Agreement, any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision, and control of Contractor. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor. It is further understood and agreed that Contractor shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Contractor's assigned personnel and subcontractors.

d. The provisions of this Section 8 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between City and Contractor. Contractor may represent, perform services for, or be employed by such additional persons or companies as Contractor sees fit.

9. ADDITIONAL SERVICES

Changes to the Scope of Services shall be by written amendment to this Agreement and

shall be paid in accordance with the rates set forth in Exhibit B, or paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

10. SUCCESSORS AND ASSIGNS

City and Contractor each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

11. TERM, SUSPENSION, TERMINATION FOR CONVENIENCE AND CAUSE

a. This Agreement shall become effective on the date that it is made, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

b. City shall have the right at any time to temporarily suspend Contractor's performance hereunder, in whole or in part, by giving a written notice of suspension to Contractor. If City gives such notice of suspension, Contractor shall immediately suspend its activities under this Agreement, as specified in such notice.

c. City shall have the right to terminate this Agreement for convenience at any time upon written notice of termination to Contractor. Upon such termination, Contractor shall submit to City an itemized statement of services performed as of the date of termination in accordance with Section 2 of this Agreement. These services may include both completed work and work in progress at the time of termination. City shall pay Contractor for any services for which compensation is owed; provided, however, City shall not in any manner be liable for lost profits that might have been made by Contractor had the Agreement not been terminated or had Contractor completed the services required by this Agreement. Contractor shall promptly deliver to City all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of City without additional compensation to Contractor.

d. City shall have the right to terminate this Agreement for cause upon written notice to Contractor following an Event of Default. The following shall be "Events of Default" hereunder and the term "Event of Default" shall mean, whenever it is used herein, any one or more of the following events:

(i) The failure by Contractor to perform any obligation under this Agreement, which by its nature Contractor has no capacity to cure;

(ii) The failure by Contractor to perform any other obligation under this Agreement, if the failure has continued for a period of ten (10) days after the City demands in writing that Contractor cure the failure. If, however, by its nature the failure cannot be cured within ten (10) days, Contractor may have a longer period as is necessary to cure the failure, but this is conditioned upon Contractor's promptly commencing to cure within the ten (10) day period and thereafter diligently completing the cure. Contractor shall indemnify and defend the City against any liability, claim, damage, loss, or penalty that may be threatened or may in fact arise from that failure during the period the failure is uncured;

(iii) Any of the following: A general assignment by Contractor for the benefit of Contractor's creditors; any voluntary filing, petition, or application by Contractor under any law relating to insolvency or bankruptcy, whether for a declaration of bankruptcy, a reorganization, an arrangement, or otherwise;

(iv) The appointment of a trustee or receiver to take possession of all or substantially all of Contractor's assets; or the attachment, execution or other judicial seizure of all or substantially all of Contractor's assets or of Contractor's interest in this Agreement, unless the appointment or attachment, execution, or seizure is discharged within thirty (30) days; or the involuntary filing against Contractor, or any general partner of Contractor if Contractor is a partnership, or

(a) a petition to have Contractor, or any partner of Contractor if Contractor is a partnership, declared bankrupt, or

(b) a petition for reorganization or arrangement of Contractor under any law relating to insolvency or bankruptcy, unless, in the case of any involuntary filing, it is dismissed within sixty (60) days.

(v) Any representation or warranty related to this Agreement made by any agent of Contractor is determined to have been false or misleading in any material respect at the time made.

12. REMEDIES UPON DEFAULT

This Section 12 shall apply in the event the amount payable under this Agreement exceeds the simplified acquisition threshold as determined pursuant to section 1908 of title 41 of the United States Code, or \$150,000, whichever amount is greater.

a. Remedies on Event of Default. Upon the occurrence of an Event of Default as defined in Section 11, City shall have the right upon written notice to Contractor, in addition to any other rights or remedies available to City at law or in equity, to:

(i) Terminate this Agreement and all rights of Contractor under this Agreement, (ii) Continue this Agreement without terminating the Agreement, or (iii) Temporarily suspend Contractor's performance hereunder, in whole or in part, and recover from Contractor the aggregate sum of;

(1) any amount necessary to compensate City for all the detriment caused by Contractor's failure to perform its obligations or that, in the ordinary course of things, would be likely to result from its failure; and

(2) all other amounts in addition to or in lieu of those previously set out as may be permitted from time to time by applicable California or Federal law.

(b) None of the previous remedial actions, alone or in combination, shall be construed as an election by City to terminate this Agreement unless City has in fact given Contractor written notice that this Agreement is terminated or unless a court of competent jurisdiction decrees termination of this Agreement. If City takes any of the previous remedial actions without terminating this Agreement City may nevertheless at any later time terminate this Agreement by written notice to Contractor.

(c) After the occurrence of an Event of Default, the City, in addition to or in lieu of exercising other remedies, may, but without any obligation to do so, cure the breach underlying the Event of Default for the account and at the expense of Contractor. However, City must by prior notice first allow Contractor a reasonable opportunity to cure, except in cases of emergency, where City may proceed without prior notice to Contractor. Contractor shall, upon demand, immediately reimburse City for all costs, including costs of settlements, defense, court costs, and attorneys' fees that City may incur in the course of any cure.

(d) No security or guaranty for the performance of Contractor's obligations that City may now or later hold shall in any way constitute a bar or defense to any action initiated by City for enforcement of any obligation of Contractor or for the recovery of damages caused by an Event of Default.

(e) Except where this is inconsistent with or contrary to any provisions of this Agreement, no right or remedy conferred upon or reserved to City is intended to be exclusive of any other right or remedy, or any right or remedy given or now or later existing at law or in equity or by statute. Except to the extent that City may have otherwise agreed in writing, no waiver by City of any violation or nonperformance by Contractor of any obligations, agreements, or covenants under this Agreement shall be deemed to be a waiver of any subsequent violation or nonperformance of the same or any other covenant, agreement, or obligation, nor shall any forbearance by City to exercise a remedy for any violation or nonperformance by Contractor be deemed a waiver by City of the rights or remedies with respect to that violation or nonperformance.

(f) Indemnification. The exercise of City of any one or more of the remedies set forth in this Section 12 shall not affect the rights of City or the obligations of Contractor under the indemnity provisions set forth in Section 4 hereof.

(g) No Remedy Exclusive. No remedy herein conferred upon or reserved to City is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle City to exercise any remedy reserved to it in this subsection it shall not be necessary to give any notice, other than such notice as may be required in this Section or by law.

(h) Notice of Default. Contractor agrees that, as soon as is practicable, and in any event within ten (10) days after such event, Contractor will furnish City notice of any event which is an Event of Default under this Agreement, or which with the giving of notice or the passage of time or both could constitute an Event of Default under this Agreement, which has occurred and is continuing on the date of such notice, which notice shall set forth the nature of such event and the action which Contractor proposes to take with respect thereto. Each subcontract shall include the provisions of this subsection (h) to require each subcontractor of Contractor to provide City notice of any Event of Subcontractor Default in the same manner as required hereunder of Contractor for an Event of Default.

13. TIME OF PERFORMANCE

The services described herein shall be provided during the period, or in accordance with the schedule, set forth in Exhibit A. Contractor shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of City, not later than May 31, 2026.

14. STANDARD OF PERFORMANCE

Contractor shall perform all services performed under this Agreement in the manner and according to the standards currently observed by a competent practitioner of Contractor's profession in California. All products of whatsoever nature that Contractor delivers to City shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Contractor's profession, and shall be provided in accordance with any schedule of performance. Contractor shall assign only competent personnel to perform services under this

Agreement. Contractor shall notify City in writing of any changes in Contractor's staff assigned to perform the services under this Agreement prior to any such performance. In the event that City, at any time, desires the removal of any person assigned by Contractor to perform services under this Agreement, because City, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Contractor shall remove such person immediately upon receiving notice from City of the desire of City for the removal of such person.

15. CONFLICTS OF INTEREST

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of City or that would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of City. Contractor agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City at all times during the performance of this Agreement.

16. CONFLICT OF INTEREST REQUIREMENTS

a. **Generally.** The City's Conflict of Interest Code requires that individuals who qualify as "consultants" under the Political Reform Act, California Government Code sections 87200 *et seq.*, comply with the conflict of interest provisions of the Political Reform Act and the City's Conflict of Interest Code, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests. The term "consultant" generally includes individuals who make governmental decisions or who serve in a staff capacity.

b. **Conflict of Interest Statements.** The individual(s) who will provide services or perform work pursuant to this Agreement are "consultants" within the meaning of the Political Reform Act and the City's Conflict of Interest Code:

____ yes x no (*check one*)

If "yes" is checked by the City, Contractor shall cause the following to occur within 30 days after execution of this Agreement:

- (1) Identify the individuals who will provide services or perform work under this Agreement as "consultants;" and
- (2) Cause these individuals to file with the City Clerk the assuming office statements of economic interests required by the City's Conflict of Interest Code.

Thereafter, throughout the term of the Agreement, Contractor shall cause these individuals to file with the City Clerk annual statements of economic interests, and "leaving office" statements of economic interests, as required by the City's Conflict of Interest Code.

The above statements of economic interests are public records subject to public disclosure under the California Public Records Act. The City may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

17. CONFIDENTIALITY OF CITY INFORMATION

During performance of this Agreement, Contractor may gain access to and use City information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the City. Contractor agrees to protect all City Information and treat it as strictly confidential, and further agrees that Contractor shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of City. In addition, Contractor shall comply with all City policies governing the use of the City network and technology systems. A violation by Contractor of this Section 17 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

18. CONTRACTOR INFORMATION

a. City shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Contractor pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Contractor shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by City.

b. Contractor shall fully defend, indemnify and hold harmless City, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by Contractor pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. City shall make reasonable efforts to notify Contractor not later than ten (10) days after City is served with any such claim, action, lawsuit or other proceeding, provided that City's failure to provide such notice within such time period shall not relieve Contractor of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

c. All proprietary and other information received from Contractor by City, whether received in connection with Contractor's proposal, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to City, City shall give notice to Contractor of any request for the disclosure of such information. Contractor shall then have five (5) days from the date it receives such notice to enter into an agreement with the City, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorneys' fees) incurred by City in any legal action to compel the disclosure of such information under the California Public Records Act. Contractor shall have sole responsibility for defense of the actual "trade secret" designation of such information.

d. The parties understand and agree that any failure by Contractor to respond to the notice provided by City and/or to enter into an agreement with City, in accordance with the provisions of subsection c, above, shall constitute a complete waiver by Contractor of any rights regarding the information designated "trade secret" by Contractor, and such information shall be disclosed by City pursuant to applicable procedures required by the Public Records Act.

19. FEDERAL PROVISIONS

Contractor shall comply with the provisions in Exhibit C to this Agreement. In the event of a conflict between any provision in Exhibit C and any other provision of this Agreement, the more stringent provision shall control and prevail.

20. GENERAL PROVISIONS

a. Entire Agreement. This Agreement contains the entire agreement between the parties. Any and all verbal or written agreements made prior to the date of this Agreement are superseded by this Agreement and shall have no further effect.

b. Modification. No modification or change to the terms of this Agreement will be binding on a party unless in writing and signed by an authorized representative of that party.

c. Compliance with Laws. Contractor shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.) ("ADA"), and any regulations and guidelines issued pursuant to the ADA; and (ii) Labor Code sections 1720, *et seq.*, which require prevailing wages (in accordance with DIR determinations at www.dir.ca.gov) be paid to any employee performing work covered by Labor Code sections 1720 *et seq.* Contractor shall pay to City when due all business taxes payable by Contractor under the provisions of Chapter 6-04 of the Santa Rosa City Code. City may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Contractor.

d. Discrimination Prohibited. With respect to the provision of services under this Agreement, Contractor agrees not to discriminate against any person because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of that person.

e. Governing Law; Venue. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California and Federal law. Venue of any litigation arising out of or connected with this Agreement shall lie in the state trial court in Sonoma County in the State of California or the United States District Court, Northern District of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

f. Waiver of Rights. Neither City acceptance of, or payment for, any service or performed by Contractor, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

g. Incorporation of Attachments and Exhibits. The attachments and exhibits to this Agreement are incorporated and made part of this Agreement, subject to terms and provisions herein contained.

21. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS

Contractor hereby represents and warrants to City that it is (a) a duly organized and validly existing limited liability company, LLC, formed and in good standing under the laws of the State of

California, (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Contractor hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Contractor in accordance with the terms hereof.

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

22. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement and future documents relating thereto may be executed in two or more counterparts, each of which will be deemed an original and all of which together constitute one Agreement. Counterparts and/or signatures delivered by facsimile, pdf or City-approved electronic means have the same force and effect as the use of a manual signature. Both City and Consultant wish to permit this Agreement and future documents relating thereto to be electronically signed in accordance with applicable federal and California law. Either Party to this Agreement may revoke its permission to use electronic signatures at any time for future documents by providing notice pursuant to the Agreement. The Parties agree that electronic signatures, by their respective signatories are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective Agreement. The City reserves the right to reject any signature that cannot be positively verified by the City as an authentic electronic signature.

Executed as of the day and year first above stated.

CONTRACTOR:

CITY OF SANTA ROSA

a Municipal Corporation

Name of Firm: AP Triton, LLC

TYPE OF BUSINESS ENTITY (*check one*):

By: _____

☐ Individual/Sole Proprietor

Print

☐ Partnership

Name: _____

☐ Corporation

☒ Limited Liability Company

Title: _____

☐ Other (please specify: _____)

Signatures of Authorized Persons:

APPROVED AS TO FORM:

By:

Print Name: Kurt Latipow

Office of the City Attorney

Title: CEO

ATTEST:

By: _____

Print Name: _____

City Clerk

Title: _____

City of Santa Rosa Business Tax Cert. No.

Attachments:

Attachment One - Insurance Requirements

Exhibit A - Scope of Services

Exhibit B - Compensation

Exhibit C – Federal Provisions

ATTACHMENT ONE INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES AGREEMENTS

A. Insurance Policies: Contractor shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-:VI or otherwise acceptable to the City.

Insurance	Minimum Coverage Limits	Additional Coverage Requirements
1. Commercial general liability	\$ 1 million per occurrence \$ 2 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and umbrella or excess insurance but umbrella and excess shall provide coverage at least as broad as specified for underlying coverage. Coverage shall not exclude subsidence.
2. Business auto coverage	\$ 1 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$ 1 million per accident for bodily injury and property damage.
3. Professional liability (E&O)	\$ 1 million per claim \$ 2 million aggregate	Contractor shall provide on a policy form appropriate to profession. If on a claims made basis, Insurance must show coverage date prior to start of work and it must be maintained for three years after completion of work.
4. Workers' compensation and employer's liability	\$ 1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

B. Endorsements:

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled, except after prior written notice has been provided to the City in accordance with the policy provisions.
2. Liability, umbrella and excess policies shall provide or be endorsed to provide the following:

- a. For any claims related to this project, Contractor's insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be excess of the Contractor's insurance and shall not contribute with it; and,
- b. **The City of Santa Rosa, its officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy.** General liability coverage can be provided in the form of an endorsement to Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

C. Verification of Coverage and Certificates of Insurance: Contractor shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the Agreement. The City reserves the right to require complete copies of all required policies and endorsements.

D. Other Insurance Provisions:

1. No policy required by this Agreement shall prohibit Contractor from waiving any right of recovery prior to loss. Contractor hereby waives such right with regard to the indemnitees.
2. All insurance coverage amounts provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
3. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either Contractor or City. Self-insured retentions above \$10,000 must be approved by City. At City's option, Contractor may be required to provide financial guarantees.
4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
5. City reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

PROJECT UNDERSTANDING & SCOPE OF WORK

PROJECT UNDERSTANDING

AP Triton, LLC (AP Triton) understands that the City of Santa Rosa is seeking a consulting firm to update its existing Community Wildfire Protection Plan (CWPP). AP Triton understands this initiative stems from the City's history of destructive wildfires, including the 2017 Tubbs Fire, 2019 Kincade Fire, and 2020 Glass Fires, which caused massive property loss, evacuations, and infrastructure damage. Given the region's wildfire risk, AP Triton is prepared to deliver a planning tool that is actionable and will enhance the City's preparedness and resilience.

The updated CWPP will integrate lessons learned from past wildfires, post-fire incident reports, and wildland-urban interface (WUI) hazard fuel risk assessments. AP Triton applauds the City's innovative approach in integrating the CWPP into its Local Hazard Mitigation Plan (LHMP), strengthening community safety and risk management.

As part of this effort, the LHMP wildfire hazard severity scenarios and plans would be updated to include:

- Best available information from local, state, tribal, or federal sources.
- Geographic areas of impact—Maps showing areas of impact.
- Previous occurrences—History to events to date.
- Severity—Magnitude or potential intensity and duration, including speed of onset.
- Impact—How will, or has, the hazard impacted the planning area.
- Probability of future occurrence—What is the likelihood of being impacted in the future?
- Probable impacts of climate change.
- Future trends in development materials, practices and methods.

- Maps that illustrate the extent and location of hazard areas based on the severity of the wildfire scenario.
- The types and numbers of existing and future buildings, infrastructure, and critical facilities located in the identified hazard areas for each wildfire scenario.
- Loss estimates for each wildfire scenario event for all residential, commercial, and industrial buildings within each hazard area.
- An analysis of identified vulnerable critical facilities for each wildfire scenario event conducted by the consultant, stakeholders and City representatives. Methodology shall be based on national referenced criteria.
- A land use analysis for each wildfire scenario event that includes a look at land with potential for future development (i.e., buildable lands analysis).
- Areas of fire risk, hazard, and buffers to be established using a defensible space model.
- Mapping buffers for areas of hazard, addressing proximity to flammable vegetation, ember cast, and smoke/evacuation issues.
- Develop refined Wildland Urban Interface separating areas of risk from buffers.
- Integration of the City's Emergency Operations Plan (EOP) Wildfire Annex with the LHMP and CWPP to include updated data, mapping, as well as wildfire warning and notification requirements for the community.

AP Triton will focus on improving the City's Wildfire preparedness and response by developing updated evacuation procedures, clarifying responsibilities, and enhancing fire suppression operations and structural protection strategies to improve public infrastructure resilience against wildfires. By integrating lessons learned from past wildfires, the updated plan will ensure that emergency response strategies are clear, coordinated, and effective in mitigating fire-related risks.

A key component of this update is incorporating data-driven risk assessment to better identify and address wildfire hazards. By leveraging historical fire data, hazard mapping, and climate projections, the City will gain a clearer understanding of at-risk areas and the probability of future incidents. The plan will also assess vulnerable structures, critical facilities, and infrastructure, providing a comprehensive analysis that informs strategic decision-making and targeted mitigation efforts.

In addition to risk assessment, the CWPP update will prioritize the development of proactive mitigation strategies to reduce wildfire threats. This includes defining hazard zones, buffer areas, and defensible spaces using advanced modeling tools, as well as updating land use planning and building codes to ensure future developments incorporate fire-resistant materials and best practices. Aligning the CWPP with statewide Fire Safe Regulations and other wildfire prevention policies will further strengthen the City's long-term efforts to safeguard its residents and resources.

Finally, AP Triton will incorporate engage Stakeholders and the Community, collaborating with local and state agencies, fire departments, and community organizations. AP Triton will conduct a public outreach campaign to educate residents on wildfire preparedness. AP Triton will also gather input from a selected consulting firms, Homeowner Associations (HOAs) residents from the wildland areas of the community, Fire Department representatives from the City of Santa Rosa Fire Department, Sonoma County Fire District, Sonoma County Department of Emergency Management, Sonoma Valley Fire District, CAL FIRE, Fire Safe Sonoma representatives, Fire Safe Council, Fire Wise representatives, State Parks representatives, and various representatives from the City of Santa Rosa staff, and any other representatives necessary.

PHASE ONE—ORGANIZE & REVIEW NECESSARY MATERIAL

Task 1-A: Project Initiation & Development of a Work Plan

AP Triton will conduct a virtual meeting with the City of Santa Rosa's project team and/or designated liaisons to establish a comprehensive understanding of the City's background, goals, and expectations for the project. During this initial meeting, AP Triton will finalize the scope of work, clearly define project outcomes and objectives, and identify the desired deliverables, ensuring alignment with the City's specific needs.

Following this initial engagement, AP Triton's Project Manager will develop and refine a structured work plan customized to guide the Project Team. This work plan will include:

- **Project Team Structure**
 - Identification of key project team members and their roles.
 - Definition of partnerships and collaborative efforts.
 - Organization of steering committees.
- **Project Coordination & Logistics**
 - Coordination with fire agencies, other relevant agencies, and stakeholders.
 - Planning and reviewing project-related documents.
 - Recommending and/or initiating necessary changes.
- **Project Execution & Oversight**
 - Outline of major tasks and sub-tasks to be performed.
 - Identification of resources required for project execution.
 - Methods for evaluating study results to ensure accuracy and applicability.
 - Establishment of a monthly team meeting schedule (Task 1-D).
 - Identification of potential constraints or challenges that may impact task completion.

This comprehensive process will foster strong working relationships between the AP Triton Project Team and the City of Santa Rosa, establish effective communication protocols, and address logistical requirements, setting a solid foundation for overall project success.

Task 1-B: Information & Data Collection

To develop a comprehensive and data-driven CWPP, AP Triton will collaborate with the City of Santa Rosa and relevant agencies to gather and review critical data that inform our analyses. AP Triton's data collection process will ensure that all sources are thoroughly vetted, up-to-date, and aligned with Santa Rosa's wildfire management needs. This review will incorporate essential studies and datasets, including but not limited to:

- **Historical Wildfire Incident Data:** Comprehensive records of past wildfire events, including ignition sources, impacted areas, and response outcomes.
- **Vegetation Management Practices:** Current fuel modification and vegetation management strategies within Santa Rosa and the surrounding areas, with an emphasis on practices affecting the wildland-urban interface (WUI).
- **Municipal Codes and Ordinances:** Municipal and state codes, such as the Nevada Fire Code, along with all pertinent ordinances related to weed abatement, fuel modification, and vegetation management. This will include a review of compliance guidelines, enforcement history, and any recent updates to the codes.
- **Existing Community Wildfire Protection Plans (CWPP):** Review of Sonoma County's existing CWPPs to ensure alignment and identify best practices, gaps, and regional considerations.
- **GIS Data and Target Hazard Datasets:** Access to local hazard datasets, GIS shapefiles, and spatial data that provide geographic insights for mapping fire risks, defensible spaces, and other CWPP elements.
- **Comprehensive, General, and Land-Use Plans:** Current land-use and zoning plans, along with any comprehensive development strategies, to understand growth trends and potential risks. Current plans, including the City's General Plan 2050 and the Santa Rosa 2030 Vision Plan will also be reviewed to ensure consistency.
- **Local Hazard Mitigation and Emergency Operations Plans:** Assessment of hazard mitigation plans and emergency response protocols to integrate community resilience measures and evaluate interagency coordination.
- **Additional Relevant Documents and Records:** Any supplementary information pertinent to wildfire risk mitigation, land management, and emergency preparedness that contributes to the successful completion of this project.

Task 1-C: Stakeholder Outreach & Field Work

AP Triton will facilitate active engagement with agencies, stakeholders, and the community to gather input on wildfire risks and collaboratively develop mitigation strategies for the CWPP. This inclusive approach will ensure that the CWPP reflects the perspectives, needs, and concerns of those directly affected by wildfire risk and will ensure the CWPP reflects a whole community-driven approach, tailored to the specific needs and priorities of City of Santa Rosa's residents and agencies. Stakeholder engagement will be conducted through a combination of onsite interviews, virtual meetings, surveys, and telephone interviews.

The primary goals of this outreach are to:

- Build a comprehensive understanding of operational, economic, and policy challenges related wildfire risk.
- Identify community priorities and areas of concern.
- Assess city-level wildfire risks and existing mitigation projects.
- Gather insights from individuals, agencies, and organizations critical to the development of an effective CWPP.

AP Triton will work closely with representatives from the critical stakeholders that include, but are not limited to:

- **Fire Officials** from the City of Santa Rosa Fire Department, Sonoma County Fire District, Sonoma Valley Fire District, State Park representatives, and CAL FIRE.
- **Santa Rosa City Planning Staff**, for insights on land-use policies, zoning, and urban development in wildfire-prone areas.
- **City and County Officials**, including Sonoma County Emergency Management, to align CWPP goals with local government priorities.
- **Representatives** from the City of Santa Rosa Staff.
- **Elected Officials** from Santa Rosa, to incorporate policy perspectives and community mandates.

- **Local Fire Safe Councils**, Fire Safe Sonoma representatives, and Fire Wise Communities representatives, who play a key role in community-level fire safety and prevention initiatives.
- **Neighborhood Associations** and **Property Managers**, representing the interests and concerns of residents and property owners in high-risk areas.
- **Environmental** Organizations, to integrate ecological and environmental considerations into wildfire mitigation strategies.
- **Home Owner Association residents** from the wildfire risk areas of the community, as they contribute to neighborhood-level fuel management and fire safety practices.
- **Community Members** and other interested parties, including residents, business owners, and vulnerable populations in the wildland-urban interface (WUI) areas.
- Any additional representatives AP Triton would consider for the CWPP Project.

This coordination will help identify overlapping goals and prevent duplication, ensuring that the Santa Rosa CWPP is complementary and integrated within the larger county framework and the City's Local Hazard Mitigation Plan.

Task 1-D: Monthly Project Team Meetings

To maintain continuity and alignment across all involved parties, AP Triton will conduct monthly meetings with the project team. These meetings will allow for regular updates, address emerging issues, and ensure that all team members have the resources and information needed to progress on their tasks. The schedule for these reports will be negotiated during project initiation.

PHASE TWO—IDENTIFY HAZARDS & UPDATE RISK ASSESSMENT

AP Triton will establish a foundation for the CWPP through comprehensive hazard and risk analyses, using fire behavior modeling and spatial assessments. This section will provide an in-depth understanding of Santa Rosa's wildfire risk profile, identifying critical areas and informing targeted mitigation efforts. The analyses will address state and federal requirements, as well as best practices for CWPP development.

Task 2-A: Review Current Conditions

AP Triton will conduct a comprehensive analysis of wildfire risk across Santa Rosa and its surrounding areas, evaluating historical data, topography, fuel loading, weather, and current environmental conditions. This risk assessment will integrate data collected in Task 1-B and involve close consultation with the Santa Rosa Fire Department to incorporate local expertise on fire trends, educational and other risk reduction efforts, and areas requiring focused mitigation. Key steps in this task include:

- **Identification of Wildfire Ignition Zones:** Using historical ignition data, we will map high-probability ignition areas, analyzing factors such as proximity to human activity, topography, roadways, and vegetation types.
- **Assessment of Fire Spread Potential:** AP Triton will use fire behavior modeling to predict the potential spread of fires under various conditions, accounting for wind patterns, fuel availability, topography, and seasonal weather patterns. This will help identify areas most susceptible to rapid fire spread.
- **Evaluation of Existing Fire Protection and Infrastructure:** We will assess Santa Rosa's current fire protection resources, including hydrants, water supply, and fire response capabilities. This infrastructure analysis will highlight gaps in coverage and preparedness, informing recommendations for resource allocation and potential upgrades.
- **Mapping of Defensible Space and Priority Fuel Treatment Areas:** AP Triton will produce detailed maps of defensible space status around structures and identify priority areas for fuel treatment. These maps will guide future vegetation management projects and help in establishing clear defensible space requirements.

Task 2-B: Community Risk Assessment

AP Triton will perform a comprehensive community risk assessment to identify specific risk areas and vulnerabilities within Santa Rosa, targeting structural and environmental factors influencing wildfire risk. This analysis will provide a clear understanding of the city's readiness and areas requiring targeted mitigation to strengthen wildfire resilience. Key assessment factors will include:

- **Fire Ignition Risk:** We will analyze the likelihood of fire ignition across various zones in Santa Rosa, considering factors such as human activity patterns, roadways, historical ignition sources, and environmental conditions that increase susceptibility to wildfire starts.
- **Critical Infrastructure and Asset Risk:** AP Triton will evaluate risks to essential infrastructure, including housing, businesses, transportation networks, watershed, and utilities, identifying the impact of a potential wildfire on critical functions and economic assets.
- **Vegetation Types and Densities:** Using GIS and vegetation data, we will map the types and densities of vegetation throughout the community. This analysis will highlight high-risk areas where vegetation contributes significantly to fuel loading and assess areas needing priority vegetation management.
- **Structural Vulnerability and Home Hardening:** The age, construction materials, including roof and vent types of homes and buildings will be assessed to understand their vulnerability to wildfire. This will include evaluating existing home hardening measures against the most recent science (IBHS & FSRI) and identifying areas where further hardening would reduce structural ignitability.
- **Defensible Space and Preparedness:** AP Triton will evaluate the extent and effectiveness of defensible space around structures, reviewing compliance with defensible space guidelines and identifying areas where improvements are necessary to enhance community safety.
- **Access and Water Supply:** Road access for evacuation and emergency response, as well as water supply availability for fire suppression, will be critical factors in this assessment. We will identify areas with limited access or inadequate water infrastructure that may hinder firefighting and evacuation efforts.
- **Wildland Fire Suppression Capacity and Agency Coordination:** AP Triton will review the response capacity of local firefighting resources and interagency relationships, assessing Santa Rosa's ability to coordinate wildfire response effectively with surrounding jurisdictions. This will include an evaluation of response times, suppression capacity, and collaborative readiness.

Task 2-C: Developing Community Maps for CWPP

AP Triton will use the ArcGIS StoryMap platform's CWPP Hub Template (<https://esricwpp-wildfire.hub.arcgis.com>) hosted by the City of Santa Rosa to serve as a dynamic and interactive visualization tool for the development and implementation of the CWPP. This StoryMap platform will include comprehensive ArcGIS maps of all addresses and parcels within the Wildland-Urban Interface (WUI), informed by detailed hazard and risk analyses. The maps will provide city officials, first responders, and residents with clear, accessible insights into wildfire risks, preparedness strategies, and mitigation actions. Key mapping components will include:

- **Vegetation Analysis:** General mapping of vegetation health, density, and types, as well as slope gradients, inhabited and cleared areas, and critical infrastructure. This layer will highlight fuel types that contribute to fire intensity and spread, allowing for targeted vegetation management strategies.
- **Fire Behavior Modeling:** AP Triton will simulate fire behavior under various spatial and weather scenarios to illustrate potential flame length, fire line intensity, and rates of spread. These models will be generated for 85th, 90th, and 97th percentile weather conditions, offering critical insights into fire dynamics during high-risk events.
- **Ember Production and Exposure Zones:** Mapping of ember cast zones to identify areas vulnerable to ember-driven ignition, which is especially useful for home hardening and defensible space planning in the WUI.
- **Fuels Analysis Maps:** GIS-based fuels analysis will reveal high-risk zones, including areas with dense vegetation or fuel types that contribute to increased wildfire risk, informing prioritized fuel reduction treatments.
- **Fuels Project Prioritization Model:** Using risk and fuel data, AP Triton will develop a prioritization model to rank fuel treatment projects based on their potential to reduce wildfire spread and protect key assets, providing a data-backed roadmap for mitigation.
- **Pre-Fire Response Atlas:** An atlas to support emergency response planning, including maps of safe refuge areas, temporary refuge zones, critical assembly points, and other essential locations for firefighting and evacuation support.

- **New Vegetation Management Project Areas:** Based on the findings of our analyses, AP Triton will identify and prioritize vegetation management zones, detailing recommended treatment types and timelines to ensure ongoing fuel reduction efforts in high-priority areas.
- **Potential Evacuation Routes:** Evaluate areas needing detailed evacuation planning to facilitate safe and efficient evacuations in an emergency.
- **Community Resilience Mapping:** Assessment of community resilience indicators such as defensible space compliance and home hardening measures, allowing residents and officials to understand overall preparedness levels across neighborhoods.

Task 2-D: Develop Base Maps

AP Triton will create a series of foundational base maps using ArcGIS to serve as essential reference layers for the CWPP. These maps will incorporate data specified in the RFP and additional elements identified in our analyses, creating a comprehensive spatial framework that supports risk assessments, resource allocation, and decision-making throughout the CWPP development process. The base maps will include, but are not limited to:

- **Community Maps:** Detailed maps illustrating Santa Rosa's neighborhoods, property boundaries, and key landmarks, providing context for targeted mitigation efforts.
- **Road Networks:** Maps of paved and unpaved roads to support evacuation planning, emergency response, and access considerations, with particular attention to areas where limited road access may pose challenges for fire response and evacuation.
- **Watershed and Fireshed Maps:** Watershed and fireshed boundaries will be mapped to understand fire spread potential in relation to local hydrological patterns, highlighting areas where fires could impact water resources.
- **Hillshade with Topography:** Topographic maps using hillshade techniques will illustrate elevation, slopes, and terrain features that influence fire behavior, assisting in identifying high-risk areas based on slope-driven fire dynamics.

- **Community Wildland-Urban Interface (WUI):** Mapping of WUI zones to identify areas where development meets wildland vegetation, targeting regions with higher risks of wildfire impacts on structures.
- **Structure Density:** Analysis of building density within the community, particularly in the WUI, to assess potential wildfire exposure and prioritize areas for home hardening and defensible space initiatives.
- **Population Density:** Population density maps to support evacuation planning, vulnerable population identification, and resource allocation for public outreach and education on wildfire preparedness.
- **Ignition History:** Historical ignition points and patterns, providing insights into high-risk zones for new ignitions and areas requiring focused prevention efforts.
- **Current Mitigation and Prevention Projects:** Locations of active or proposed wildfire mitigation projects, including fuel reduction efforts, defensible space programs, home hardening efforts, and community wildfire preparedness activities, to ensure alignment with the CWPP's recommendations.
- **Environmentally Sensitive Habitats:** Mapping of habitats and ecologically sensitive areas that require special consideration during wildfire management and mitigation efforts, balancing fire risk reduction with environmental protection where feasible.

Task 2-E: Structural Protection Assessment

AP Triton will conduct a detailed assessment of structural protection needs throughout Santa Rosa, focusing on the creation and optimization of community-defensible space and fuel breaks, as well as home hardening, to mitigate wildfire risks. This task will leverage existing documentation, ground surveys, and local expertise to determine the feasibility and ideal placement of fuel breaks to maximize community safety. The assessment will encompass:

- **Loss Risk Assessment:** A targeted evaluation of wildfire threats to life, property, natural resources, and the economic landscape. This assessment will prioritize areas where resources are at high risk and where protective measures will yield the greatest impact on wildfire resilience.

- **Hazard Zone Analysis:** AP Triton will delineate high-risk zones based on comprehensive vegetation, topography, and weather data. This analysis will include:
 - **Identification of High-Ignition Probability Areas:** Using historical ignition data and fire modeling, we will identify zones with a higher likelihood of fire starts due to factors such as vegetation type, slope, and human activity.
 - **Potential Fire Spread Patterns:** By modeling fire behavior, AP Triton will map how wildfires could spread under various conditions, providing critical insights into areas most in need of protective measures like fuel breaks and defensible space.
 - **Fire Protection Infrastructure and Access:** An evaluation of current fire protection capabilities, including water supply access, firefighting resources, and response times. This will highlight any gaps in infrastructure that may impede fire suppression efforts.
 - **Fire Damage Potential:** Assessment of areas where structural, natural, or economic damage potential is highest, based on factors like proximity to high-fuel zones, structure density, and environmental sensitivity.
 - **Ember Cast Zones:** Mapping of areas susceptible to ember cast, particularly in densely populated zones, to inform recommendations for home hardening and the establishment of defensible space in ember-prone areas.
- **Fuel Break and Treatment Area Identification:** AP Triton will assess existing fuel breaks and treated areas, evaluating their current effectiveness and identifying opportunities for expansion or new fuel breaks. This analysis will:
 - Map current fuel break locations and assess whether they align with high-risk zones.
 - Recommend enhancements to existing breaks, based on potential fire paths and areas with limited fire suppression capabilities.
 - Develop a strategic framework for ongoing fuel management efforts, focusing on high-priority areas identified through the hazard and risk analyses.

PHASE THREE—DEVELOP/IMPLEMENT A PUBLIC INVOLVEMENT STRATEGY

Public involvement is a cornerstone of the Community Wildfire Protection Plan (CWPP) process, ensuring that community members, stakeholders, and local agencies have a voice in shaping wildfire mitigation strategies. A well-structured public involvement strategy fosters transparency, builds trust, and strengthens community resilience by incorporating local knowledge and concerns. This strategy is designed to provide multiple opportunities for engagement, including public meetings, direct communication, and digital outreach, ensuring accessibility for all residents. By actively involving the community, the City of Santa Rosa can develop a CWPP that reflects local priorities, secures broad-based support, and enhances the effectiveness of wildfire risk reduction efforts.

Task 3-A: Coordination & Scheduling of Public Meetings/Workshops

AP Triton will facilitate key plan areas for public meetings in Santa Rosa. Community outreach meetings will be scheduled on weekdays, weekends, and evenings to accommodate diverse schedules, ensuring broad input from all community members. AP Triton will:

- Accommodate meetings formats: To maximize accessibility and participation, engagement efforts will be conducted both in person and virtually.
- Consider outreach strategies to maximize attendance (flyers, social media, direct outreach).

The public meetings/workshops will be designed to provide interactive and educational sessions for residents, property owners, and local organizations. Each workshop will include:

- Presentations and listening sessions around wildfire hazards, the risk assessment process, and identified community risks.
- Interactive discussions on potential mitigation strategies, including defensible space, home hardening, and fuel reduction.
- Opportunities for community members to share their insights, concerns, and suggestions for wildfire preparedness and response.

Task 3-B: Communications & Public Notifications

Effective communication is essential for ensuring community members are informed about CWPP updates, public meetings, and opportunities for engagement through timely press releases, public notices, and digital outreach. AP Triton will:

- Develop press releases for local media outlets.
- Post public notices via city and county communication channels.
- Develop email and text alert systems for meeting announcements and updates.
- Partner with local organizations to disseminate information.

Task 3-C: Website Updates and Information Accessibility

AP Triton and Santa Rosa officials will develop a dedicated CWPP webpage will serve as a central hub for up-to-date information, providing interactive resources, key documents, and opportunities for public feedback. The information will include:

- Dedicated webpage for CWPP updates and key actions.
- Interactive maps and resources for risk area identification.
- Regularly updated FAQs and community feedback portals.
- Integration of survey results and public meeting summaries.

Task 3-D: Hazard Mitigation Survey

AP Triton will gather community input through a hazard mitigation survey that will help identify local wildfire concerns, assess risk perceptions, and inform data-driven planning decisions. The purpose of the survey will be to assess community concerns and priorities. AP Triton will incorporate the data analysis and findings into the CWPP planning.

- **Purpose of the survey:** Assess community concerns and priorities.
- **Target audience:** Residents, businesses, and stakeholders.
- **Survey distribution methods:** Online, paper copies at public locations, direct outreach.

AP Triton is committed to fostering transparency, strengthening public support, and ensuring that the CWPP aligns with the community's priorities through ongoing engagement. Upon securing the necessary approvals, the City of Santa Rosa will be well-positioned to pursue critical funding opportunities, facilitating the effective implementation of wildfire mitigation and community protection strategies.

PHASE FOUR—UPDATE GOALS, OBJECTIVES, & IDENTIFY CAPABILITIES

Updating the goals and objectives of the CWPP is a critical step in ensuring the plan remains aligned with community priorities, regulatory requirements, and the latest wildfire risk assessments. This phase establishes clear, actionable strategies that guide mitigation efforts, emergency preparedness, and response planning. Additionally, conducting a core capabilities assessment helps identify the resources, personnel, and infrastructure necessary for effective implementation, ensuring that the CWPP is both practical and achievable.

Task 4-A: Establish Goal, Objectives, and Actions

Establishing clear and measurable goals and objectives is essential for guiding the development and implementation of the CWPP. Goals define the overarching priorities for wildfire mitigation, emergency preparedness, and community resilience, while objectives provide specific, actionable steps to achieve those goals. By refining these elements, the CWPP ensures alignment with current wildfire risk assessments, stakeholder input, and regulatory frameworks. This process involves evaluating existing goals, incorporating lessons learned from past incidents, and addressing emerging challenges to create a more comprehensive and effective wildfire protection strategy. AP Triton will:

- Establish a definition and purpose of CWPP goals and objectives.
- Develop methodology for updating and refining goals based on stakeholder input and risk assessments.
- Provide categories of goals (e.g., wildfire mitigation, community preparedness, emergency response, resilience).
- Consider objectives to support each goal.

Task 4-B: Develop Strategic Actions

Developing strategic actions is crucial for translating the CWPP's goals and objectives into concrete, measurable steps that enhance wildfire resilience. AP Triton will:

- Translate goals and objectives into actionable strategies
- Prioritize criteria for identifying high-impact actions.
- Integrate with exiting plans including, but not limited to the Local Hazard Mitigation Plan, Emergency Operations Plan, and the CAL FIRE Unit Fire Plans.
- Provide a timeline and responsible entities for implementation.

Task 4-C: Core Capabilities Assessment

AP Triton will conduct a core capabilities assessment essential for evaluating the resources, expertise, and infrastructure necessary to effectively implement the CWPP and address wildfire risk. The assessment will include:

- Defining the purpose of assessing core capabilities in wildfire prevention, response, and mitigation.
- Identifying key capabilities needed for successful plan execution (e.g., personnel, equipment, funding, technology).
- Analyze current strengths, gaps, and areas for improvement.
- Collaborate with emergency management agencies, fire department, and community organizations.

Task 4-D: Stakeholder & Community Engagement

Engaging stakeholders and the community is vital to ensuring that the CWPP reflects local priorities, incorporates diverse perspectives, and fosters collective ownership of wildfire mitigation efforts. AP Triton will:

- Establish the role of public input in shaping goals, objectives, and actions.
- Develop strategies for incorporating feedback from residents, businesses, and local organizations.
- Conduct public meetings, surveys, and working group discussions.

Task 4-E: Documentation & Plan Integration

AP Triton will update the CWPP documentation with revised goals, objectives, and actions, ensuring consistency with federal, state, and local wildfire policies and best practices. AP Triton will coordinate with funding agencies to align goals and grant opportunities.

Task 4-F: Conclusion

To complete this section, AP Triton will:

- Summarize key updates and their significance for community wildfire resilience.
- Provide next steps for finalizing and implementing updated goals & objectives.
- Consider ongoing monitoring needs and future review of capabilities and action effectiveness.

PHASE FIVE—PLAN FOR MONITORING, EVALUATING, & UPDATING THE PLAN

Ensuring the long-term effectiveness of the Community Wildfire Protection Plan (CWPP) requires a structured approach to monitoring progress, evaluating outcomes, and making necessary updates. Wildfire risks evolve due to factors such as climate change, population growth, and shifting land use patterns, making it critical to maintain an adaptive and responsive plan. This phase establishes a framework for ongoing oversight, annual reporting, and continued public engagement to ensure that mitigation efforts remain aligned with emerging challenges and community needs. By integrating stakeholder collaboration, performance tracking, and policy updates, this plan will remain a **living document**, guiding Santa Rosa's wildfire resilience strategy well into the future.

Task 5-A: Steering Committee Involvement

Santa Rosa project team members and AP Triton will provide recommendation on the establishment of a long-term oversight committee.

- Define roles and responsibilities for committee members.

- Include representatives from local fire department, emergency management, community organizations, and other stakeholders.
- Set quarterly or biannual meetings to review plan progress.
- Use digital platforms for real-time data sharing and updates.
- Assign tasks for tracking fire incidents, mitigation project completion, and public engagement metrics.

Task 5-B: Annual Reporting Program

A structured annual reporting program will be developed to track the effectiveness of wildfire mitigation efforts and ensure accountability. Reports will follow a standardized format that includes key performance indicators (KPIs) such as the number of implemented mitigation actions, community engagement statistics, and updates to wildfire risk assessments.

These reports will align with the compliance and funding requirements of agencies like CAL FIRE, FEMA, and local emergency management offices, ensuring that Santa Rosa remains eligible for continued wildfire mitigation funding.

To enhance transparency, the reports will be submitted to governing bodies on a predetermined schedule and made publicly accessible through the city's website and community meetings. By establishing a clear reporting process, Santa Rosa can assess progress, refine strategies, and maintain a proactive approach to wildfire risk reduction.

Task 5-C: Strategy for Continue Public Involvement

AP Triton will assist the Santa Rosa Team in establishing:

- Regular Community Outreach Events
 - Host annual CWPP progress meetings.
 - Implement community surveys for feedback on wildfire preparedness efforts.
- Educational Campaigns
 - Utilize social media, public service announcements, and informational brochures.
 - Partner with local schools & businesses for awareness programs.

- Integration with Local Emergency Plans
 - Conduct joint exercises with emergency management teams.
 - Provide updates on evacuation routes, defensible space guidelines, and fire safety improvements.

Task 5-D: Confirmation of Linkage to the Local Hazard Mitigation Plan

For the CWPP to be effective, it must align with existing local, state, and federal planning efforts. AP Triton will assist with integrating the CWPP into an annexation for the LHMP. The CWPP will establish:

- A review cycle of every 3–5 years for plan updates.
- Update the CWPP based on post-incident reports, climate change projections, and community feedback.

Task 5-E: Development & Review of the Draft Report

AP Triton will create an electronic draft report of the CWPP, designed for in-depth technical review by the City of Santa Rosa's designated representatives. This draft report will allow city officials and stakeholders to provide feedback, ensuring that the final CWPP fully addresses Santa Rosa's wildfire mitigation needs. AP Triton will provide review opportunities, allowing adequate time for discussion and refinement before finalizing the document. The draft report will include:

- **Clearly Designated Recommendations:** A set of actionable, prioritized recommendations that provide clear guidance on wildfire mitigation, community resilience, and risk reduction strategies.
- **Detailed Narrative:** A structured narrative, organized by sections, that explains each aspect of the CWPP in detail. The language and layout will be accessible to a diverse readership while providing technical depth to inform decision-making and future planning.
- **Visual Aids:** Inclusion of charts, graphs, GIS maps, spatial analyses, and diagrams where appropriate to support the findings and recommendations. These visual aids will enhance the report's clarity, illustrating key points such as high-risk areas, priority projects, and proposed mitigation strategies.

Task 5-F: Publication of the Final CWPP

Upon completion of the final technical review and formal approval by the City of Santa Rosa, AP Triton will produce and deliver the final CWPP in digital format. The finalized report will be distributed as follows:

- **Digital Version:** A fully accessible electronic version of the report in PDF format will be supplied, allowing for easy distribution, archiving, and reference by city staff and community partners.
- **GIS Data Files:** All maps developed for the CWPP will be delivered in ESRI ArcGIS format, enabling the City of Santa Rosa to integrate these geospatial files into its existing GIS systems. This data will support ongoing analysis, planning, and updating of wildfire mitigation efforts.

Task 5-G: Presentation of the Final Report

AP Triton will conduct a comprehensive presentation of the final CWPP to representatives of the City of Santa Rosa and other requested stakeholders, ensuring a thorough understanding of the report's findings, methodology, and recommendations. This presentation will serve as the concluding step in the CWPP development process, providing an interactive forum for clarifications, discussions, and community alignment. The presentation will include:

- **Summary of the Report:** A concise overview of the CWPP's purpose, key methodologies, primary findings, and actionable recommendations, offering attendees a clear and structured understanding of the plan's outcomes and next steps.
- **Audio-Visual Presentation:** A dynamic, multimedia presentation that combines visuals, data insights, and narrative explanations, enhancing the engagement and comprehension of all attendees. AP Triton will facilitate a Q&A session to address any questions and gather final input.
- **Review of Visual Aids:** A guided review of key charts, graphs, diagrams, and GIS maps, emphasizing critical areas of analysis, high-risk zones, and recommended mitigation projects. This visual review will clarify technical details and illustrate the spatial implications of the CWPP's strategies.

At the conclusion of the presentation, AP Triton will provide the City of Santa Rosa with all presentation materials, including digital files, graphics, and supporting documents, ensuring that city staff have full access to the content for future reference and community sharing. This final presentation will empower the City of Santa Rosa to confidently proceed with CWPP implementation and communicate its strategies effectively to the public.

PROJECT FEE PROPOSAL

AP Triton, LLC presents the following formal cost proposal for the project outlined in the Scope of Work. The fee is inclusive of expenses:

Project Phase	Fees & Expenses
Phase 1: Organize & Review Necessary Materials	\$41,449
Phase 2: Identify Hazards & Update Risk Assessment	\$20,378
Phase 3: Develop/Implement a Public Involvement Strategy	\$29,161
Phase 4: Update Goals, Objectives, & Identify Capabilities	\$30,089
Phase 5: Plan for Monitoring, Evaluating, & Updating the Plan	\$18,722
Proposed Project Fee (will not exceed):	\$139,799

Payment Schedule & Invoicing

- **Initial Payment:** A deposit of 10% of the total project cost is due upon the signing of the contract, to initiate the work.
- **Progress Payments:** Monthly invoicing will be processed as work progresses, continuing until 95% of the project has been completed.
- **Final Payment:** The remaining 5% of the project cost is due upon successful completion and acceptance of the project.

Data Engineering Costs

- **Included Services:** Data engineering for up to three specific data sets (i.e., CAD, NFIRS, ePCR) is included in our all-inclusive pricing. This encompasses gathering and assisting the agency with straightforward data pull requests.
- **Additional Incident Data:** Any extra incident data needed (i.e., previous RMS or CAD database records) will incur a charge of \$2,000 per database.
- **Substantial Assistance:** Should AP Triton consultants provide substantial assistance, or direct data pulls from the client's records, this service will be billed at \$2,000 per database.

PROJECT TIMELINE & KEY MILESTONES

The Gantt chart below outlines the estimated timeline for completing the key sections of the project, subject to adjustments based on final scope refinement and data availability. The proposed timelines are based on the assumption that usable supporting data, as requested at project kickoff, is provided within 30 days. Client-initiated scheduling delays or errors in the provided data may extend the timeline.

The chart identifies key project milestones, including data collection, stakeholder engagement, onsite visits, progress meetings, and the development and review of the draft and final reports. These milestones serve as critical checkpoints to ensure alignment with project goals and provide opportunities for collaboration and feedback.

Project Section	— Month —											
	1	2	3	4	5	6	7	8	9	10	11	12
Phase 1: Organize & Review Necessary Materials	<i>Completed prior to timeline implementation.</i>											
Phase 2: Identify Hazards & Update Risk Assessment	■	■	■	■	■							
Phase 3: Develop/Implement a Public Involvement Strategy	■	■	■	■	■	■	■	■	■	■	■	■
Phase 4: Update Goals, Objectives, & Identify Capabilities						■	■	■	■	■	■	■
Phase 5: Plan for Monitoring, Evaluating, & Updating the Plan									■	■	■	■

Key Milestones:	■	Data Collection Complete	■	Virtual Progress Meeting
	■	Onsite Visit & Pubic Engagement	■	Draft Report
	■	Client Technical Review	■	Final Report & Presentation

Exhibit C

FEDERAL PROVISIONS

A. Definitions

1. **Government** means the United States of America and any executive department or agency thereof.
2. **FEMA** means the Federal Emergency Management Agency.
3. **Third Party Subcontract** means a subcontract at any tier entered into by Contractor or subcontractor, financed in whole or in part with Federal assistance originally derived from the Federal Emergency Management Agency.

B. Federal Changes

1. Contractor shall at all times comply with all applicable regulations, policies, procedures, and FEMA Directives as they may be amended or promulgated from time to time during the term of this Agreement, included but not limited to those requirements of 2 C.F.R. §§ 200.317 through 200.326 and more fully set forth in Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, which is included herein by this reference. Contractor's failure to so comply shall constitute a material breach of this Agreement.
2. Contractor agrees to include the above clause in each third-party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

C. Compliance with the Contract Work Hours and Safety Standards Act.

Pursuant to section 3701 of title 40 of the United States Code, this Section C shall apply to Contractor in the event the amount payable under this Agreement exceeds \$100,000 and may involve the employment of mechanics or laborers.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory,

to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

D. Clean Air Act and Federal Water Pollution Control Act

This Section D shall apply in the event the amount payable under this Agreement exceeds \$150,000.

Clean Air Act

1. Contractor agrees to comply with all applicable standards, orders and regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.*
2. Contractor agrees to report each violation to City and understands and agrees that City will, in turn, report each violation as required to assure notification to the State of California, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. Contractor agrees to comply with all applicable standards, orders and regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 *et seq.*

2. Contractor agrees to report each violation to City and understands and agrees that City will, in turn, report each violation as required to assure notification to the State of California, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

E. Suspension and Debarment

1. This Agreement is a covered transaction for purposes of title 2 Code of Federal Regulations parts 180 and 3000. As such, Contractor is required to verify that none of Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. Contractor represents and warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 "Debarment and Suspension." Contractor agrees that neither Contractor nor any of its third-party subcontractors shall enter into any third-party subcontracts for any of the work under this Agreement with a third-party subcontractor that is debarred, suspended, or otherwise excluded for or ineligible for participation in Federal assistance programs under executive Order 12549.
3. Contractor must comply with title 2 Code of Federal Regulations, part 180, subpart C and title 2 Code of Federal Regulations, part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
4. This certification is a material representation of fact relied upon by City. If it is later determined that Contractor did not comply with title 2 Code of Federal Regulations, part 180, subpart C or title 2 Code of Federal Regulations, part 3000, subpart C, in addition to remedies available to the State of California and the City of Santa Rosa, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

F. Procurement of Recovered Materials

1. In the performance of this Agreement, Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
 - (a) Competitively within a timeframe providing for compliance with the Agreement performance schedule;
 - (b) Meeting Agreement performance requirements; or
 - (c) At a reasonable price.

2. Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

G. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by section 1352 of title 31 of the United States Code. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

H. MBE/WBE REQUIREMENTS

1. Contractor shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible through the "Good Faith Effort" process in 2 C.F.R. § 200.321. Contractor shall document and report its Good Faith Effort processes. Contractor shall also ensure that all of its subcontractors take the affirmative steps required under 2 C.F.R. § 200.321. Affirmative steps must include:
 - (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - (e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (f) Requiring all subcontractors to take the affirmative steps listed in paragraphs (a) through (e) above.

I. MISCELLANEOUS PROVISIONS

1. DHS Seal. Contractor shall not use the Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.
2. FEMA Assistance. Contractor acknowledges that FEMA financial assistance will be used to fund this Agreement only. Contractor shall comply will all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives.

3. Federal Government Not Party. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to City, Contractor, or any other party pertaining to any matter resulting from this Agreement.
4. False Claims. Contractor acknowledges that Title 31 United States Code Chapter 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Agreement.

J. Equal Employment Opportunity

During the performance of this Agreement, Contractor agrees as follows:

1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive

Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

K. Prohibition on Contracting for Covered Telecommunications Equipment or Services

1. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
2. Prohibitions.
 - (a) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - (b) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential

component of any system, or as critical technology as part of any system;
or

- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

3. Exceptions.

- (a) This clause does not prohibit contractors from providing—
 - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (b) By necessary implication and regulation, the prohibitions also do not apply to:
 - (i) Covered telecommunications equipment or services that:
 - (I) Are not used as a substantial or essential component of any system;
and
 - (II) Are not used as critical technology of any system.
 - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

4. Reporting requirement.

- (a) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- (b) The Contractor shall report the following information pursuant to paragraph (4)(a) of this clause:
 - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (ii) Within 10 business days of submitting the information in paragraph (4)(b)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall

describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

5. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (5), in all subcontracts and other contractual instruments.

L. Domestic Preference for Procurements

1. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.
2. For purposes of this clause:
 - (a) Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - (b) Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Orders 12549 and 12689, 2 C.F.R part 180, Debarment and Suspension, and 2 C.F.R. § 200.213. Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

**(BEFORE COMPLETING CERTIFICATION,
READ INSTRUCTIONS ON PAGES TWO AND THREE BELOW)**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Firm Name:

Name and Title of Authorized Representative:

Signature of Authorized Representative:

Date:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out on page one.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING LOBBYING

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

1. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official:

Name and Title of contractor's Authorized Official:

Date:

CERTIFICATION REGARDING LOBBYING

The undersigned, J. Kurt Latipow, CEO, certifies, to the best of his knowledge, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

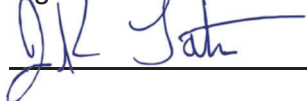
1. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor, AP Triton, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official:



Name and Title of contractor's Authorized Official:

J. Kurt Latipow, CEO

March 14, 2025

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Orders 12549 and 12689, 2 C.F.R part 180, Debarment and Suspension, and 2 C.F.R. § 200.213. Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

**(BEFORE COMPLETING CERTIFICATION,
READ INSTRUCTIONS ON PAGES TWO AND THREE BELOW)**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

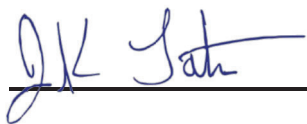
Firm Name:

AP Triton, LLC

Name and Title of Authorized Representative:

J. Kurt Latipow

Signature of Authorized Representative:



Date:

March 14, 2025