

AGREEMENT FOR CONSULTING SERVICES

This agreement ("Agreement"), dated as of October 29, 2021 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Rincon Consultants, Inc. (hereinafter "Consultant").

RECITALS

WHEREAS, Consultant represents that it is a duly qualified, experienced in conducting environmental studies and the preparation of environmental documents pursuant to the California Environmental Quality Control Act, and related services; and

WHEREAS, in the judgment of the Board of Supervisors it is necessary and desirable to employ the services of Consultant for conducting environmental studies and preparation of environmental documents for a potential new County Administration Building.

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

AGREEMENT

I. Scope of Services.

1.1 Consultant's Specified Services.

Consultant shall perform the services described in Exhibit "A," attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibit "A" and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit "A", the provisions in the body of this Agreement shall control.

1.2 Cooperation With County. Consultant shall cooperate with County and County staff in the performance of all work hereunder.

1.3 Performance Standard. Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Consultant's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with County to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this

Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

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

2. Payment. For all services and incidental costs required hereunder, Consultant shall be paid on a time and material/expense basis in accordance with the budget and rates set forth in Exhibit B provided, however, that total payments to Consultant shall not exceed **\$627,769**, without the prior written approval of County. Consultant shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

Unless otherwise noted in this Agreement, payments shall be made within the normal course of County business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Consultant does not qualify, County requires that a completed and signed Form 587 be provided by the Consultant in order for payments to be made. If Consultant is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the Consultant agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Consultant has the option to provide County with either a full or partial waiver from the State of California.

3. Term of Agreement. The term of this Agreement shall be from the Effective Date to December 31, 2024, unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Consultant.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

4.3 Delivery of Work Product and Final Payment Upon Termination.

In the event of termination, all Consultant work prepared pursuant to this Agreement shall become the property of the County. Consultant, within 14 days following the date of termination, shall deliver to County all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by County, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Consultant.

4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or the Director of Permit Sonoma, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification. Consultant agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to Consultant's or its agents', employees', contractors', subcontractors', or invitees' negligent performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Consultant's or its agents', employees', contractors', subcontractors', or invitees' negligent performance or obligations under this Agreement. Consultant's obligations under this Section apply whether or not there is concurrent or contributory negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts. The above defense and indemnity obligations shall be limited, with respect to any design professional services provided and to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or related to the negligence, recklessness, or willful misconduct of the design professional.

6. Insurance. With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit C, which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work. The execution of this Agreement shall constitute Consultant's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not exceed the delegated signature authority of the Department Head and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written

authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Consultant.

9.1 Standard of Care. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by County shall not operate as a waiver or release.

9.2 Status of Consultant. The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 No Suspension or Debarment. Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Consultant becomes debarred, consultant has the obligation to inform the County

9.4 Taxes. Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish County with proof of payment of taxes on these earnings.

9.5 Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for

inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

9.6 Conflict of Interest. Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Consultant's or such other person's financial interests.

9.7 Statutory Compliance/Living Wage Ordinance. Consultant agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Consultant expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

9.8 Nondiscrimination. Without limiting any other provision hereunder, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.9 AIDS Discrimination. Consultant agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.10 Assignment of Rights. Consultant assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Consultant shall not

use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

9.11 Ownership and Disclosure of Work Product. All reports, drawings, graphics, plans, and studies, in their final form and format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement, shall be the property of County. Consultant shall deliver such materials to County upon request in their final form and format. Such materials shall be and will remain the property of County without restriction or limitation. Document drafts, notes, and emails of the Consultant and Consultant's subcontractors, consultants, and other agents shall remain the property of those persons or entities.

9.12 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Consultant.

10. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

11. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY:

Chris Seppeler
Sonoma County Permit & Resource
Management Department
2550 Ventura Avenue
Santa Rosa, CA 95403
707-565-8353
Chris.Seppeler@sonoma-county.org

TO: CONSULTANT:

Katherine Green
Rincon Consultants, Inc.
4825 J Street, Suite 200
Sacramento, CA 95819
916-706-1374, extension 2008
kgreen@rinconconsultants.com

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. Miscellaneous Provisions.

13.1 No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

13.4 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

13.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

13.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

13.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13.8 Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

13.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

RINCON CONSULTANTS, INC.

COUNTY OF SONOMA

By: 

Name: RICHARD DAVILA

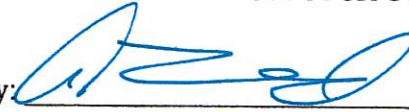
Title: VICE PRESIDENT

Date: 10/28/21

By: 
Tennis Wick, Director Permit and Resource
Management Department

Date: 29 OCT 21

APPROVED AS TO FORM FOR COUNTY:

By: 
County Counsel

Date: 10/29/21

Exhibit A

Scope of Work

Project Description

The County occupies numerous County-owned and leased properties and facilities. Most of these locations are underutilized, well past useful life, and suffer from long-term deferred maintenance challenges. County costs to operate its property portfolio have grown as facilities have aged, and deferred maintenance obligations have increased. As County government has grown over the 60 years since the County main campus was built, space needs have driven the County to lease multiple off-campus commercial office spaces. As a result, County service delivery is hampered; County property is underutilized; operations are inefficient; and capital and operational costs—especially for leased space—are excessive.

Multiple studies have concluded that redevelopment of the County's main campus could provide new office space and services configurations and potential enhancements, such as a parking garage, housing, and revenue-generating mixed-use office and retail spaces. A campus redesign would improve service delivery as well as reduce overall operating and other expenses.

To that end, the County has been studying several locations for its new Government Center. A preferred location has been preliminarily identified subject to future CEQA review: the Sears site downtown, and an alternative location, which would redevelop the existing County administration center. The County will need to undergo CEQA compliance to evaluate and identify the project's potentially significant effects on the environment, analyze potential alternatives, and determine measures to reduce potentially significant impacts to the degree feasible. The proposed project also includes a 100-unit hotel component located on the "La Plaza" site.

Rincon will prepare an EIR pursuant to *CEQA and the CEQA Guidelines* to analyze the environmental impacts as described below, examining environmental impacts associated with the redevelopment of each site at the same level of detail. Rincon has teamed with **Fehr & Peers** to prepare a transportation analysis and **Environmental Vision** to prepare visual simulations, which are crucial to the Visual Assessment. Additionally, all deliverables for public review will adhere to the County's accessibility standards and ADA standards. Rincon technical authors and staff are fully trained in this compliance. Each EIR draft deliverable will include five bound and one unbound hard copy, along with electronic Word and PDF formats.

Scope of Work

Task 1 Project Kick off and Environmental Setting

The project kickoff meeting will convene County staff and the Rincon team to introduce the project, clarify the scope of work and process, establish methods of communication, and refine the project schedule. The project kickoff meeting will occur virtually. During the kickoff meeting, details of project schedule and deliverables will be determined, including the timing of the Initial Study's publication.

Task 1 Deliverables

1. Kickoff meeting and a finalized project scope and budget

Task 2 Environmental Review Scoping

Rincon will prepare a preliminary Project Description after receiving all necessary project information. After incorporating County review comments on the preliminary Project Description, Rincon will draft a Notice of Preparation (NOP) in consultation with staff. The NOP is intended to alert other public agencies about the undertaking and to solicit their input on the scope and content of the environmental information to be included in the EIR. The NOP will consist of a one-page form letter with a brief description of the scope of the project, a map of the project area of the land use proposals, the probable environmental effects of the project, and instructions for submitting comments. Rincon will submit a final accessible PDF copy of the NOP to County staff for posting on its website and for distribution to public agencies. The County will distribute the NOP using the County's NOP distribution list. Rincon will review and make suggestions regarding the list. Rincon will file the NOP with the State Clearinghouse/Office of Planning and Research using the online CEQASubmit portal. During the 30-day public review period for the NOP, Rincon will conduct a virtual Public Scoping Meeting for the EIR to introduce the CEQA process and obtain input on the EIR scope. The virtual public scoping meeting will include an informational presentation and allow for public comment and questions. The public scoping meeting will be recorded and made available for posting on the County website or another online platform, with closed captioning for accessibility.

Prior to initiation of work for individual subject areas of the EIR, and following scoping, Rincon will submit an annotated outline of the EIR and a memorandum describing the data sources, methods, and assumptions to be used in the analysis, including software, modeling techniques, significance thresholds, etc. The County will respond with any clarifications, corrections, or direction required. The parties recognize that time may be required at this point to engage with the City of Santa Rosa.

Task 2 Deliverables

1. Preliminary Project Description
2. Notice of Preparation
3. Public Scoping Meeting facilitation, including meeting materials and handouts
4. Summary report of scoping comments
5. Video recording of scoping meeting with closed captioning
6. Memorandum re Methodology

Task 3 Initial Study and Administrative Draft EIR

Rincon will prepare an Administrative Draft EIR (ADEIR) pursuant to CEQA requirements, comments on the NOP and scoping meeting, comments on the Memorandum of Assumptions, and information from other relevant documents. Rincon will also prepare an Initial Study to be included as an appendix to the EIR that scopes out impacts that will have a less than significant impact.

The setting for each topical section will describe existing conditions relevant to the topic and provide the groundwork for impact analysis. Rincon will clearly state the thresholds used to determine the significance of project impacts and the basis of the thresholds. Rincon will include thresholds in Appendix G of the *CEQA Guidelines*, as well as existing regulatory standards, if applicable. Rincon will identify impacts and prepare mitigation measures to reduce significant impacts to a less-than-significant level, when feasible. For each potentially significant impact identified in the ADEIR, Rincon will identify mitigation measures to avoid or reduce identified impacts. The proposed mitigation measures shall comply with all CEQA requirements, including but not limited to CEQA Guidelines Section 15126.4. If the details of mitigation cannot be identified in the EIR because it is impractical or infeasible, the reasons shall be explained in the impact discussion, performance standards shall be identified, and the means of achieving those performance standards shall be identified in mitigation measures.

To prepare an ADEIR that meets the needs of the County and regulatory requirements of the state, the ADEIR will comprise the following sections:

1. **Executive Summary.** This section will provide a summary of the entire EIR, including a summary of impacts and mitigation measures in matrix format.
2. **Introduction and Environmental Setting.** The introduction will describe the purpose of the EIR, background of the project, the scope of issues to be addressed, and present the organization of the report. This section will include a discussion of areas where the project was found to have no impacts (such as agricultural resources, land use and planning, mineral resources, population and housing, and any other section found to have no impact).
3. **Project Description.** The project description will contain the County's objectives for the project; a summary of goals, policies, programs, and development regulations; and graphical depiction of the proposed project.
4. **Analysis, Impacts, and Mitigation Measures.** Analysis of impacts will include four main components:
 - 4.1. **Setting:** description of current conditions with respect to the issue in question, including the existing regulatory environment
 - 4.2. **Impact analysis:** discussion of potentially significant effects of the proposed project, typically compared to established "thresholds of significance"
 - 4.3. **Mitigation measures:** methods by which significant effects can be reduced or eliminated
 - 4.4. **Level of significance after mitigation:** discussion of whether proposed mitigation measures would reduce impacts to below the adopted significance threshold

5. **Alternatives Analysis.** As required by CEQA, the EIR will consider alternatives to the proposed project. These will likely include additional project scenarios that are oriented around addressing identified significant impacts of the proposed project. Up to three alternatives, including the “no project” alternative will be studied. These will be developed in coordination with County staff. The alternatives analysis may be less detailed than the project analysis but will identify the magnitude of each impact and associated mitigation requirements.
6. **Other CEQA Sections.** The EIR will provide, in addition to the sections discussed above, all other required CEQA sections, including, but not limited to, areas of known controversy, growth inducement effects, and significant unavoidable impacts.

The EIR will address all issue topics listed in Appendix G of the *CEQA Guidelines*. These issues will include, but not be limited to:

1. **Aesthetics.** The aesthetic analysis will consider such issues as alteration of public views, changes in visual character, increased light and glare, and shadowing. The analysis will focus on maintaining the existing visual character of the individual communities surrounding the project sites. Rincon has retained Environmental Vision, described further in Section 5, *Identification of Subcontractors*, to prepare a visual assessment. The Visual Assessment will be prepared pursuant to the County’s most recent Visual Assessment Guidelines, as described below under *Visual Assessment Study*. CEQA-compliant mitigation will be identified if the project impact is significant.
2. **Air Quality.** This section will be prepared in accordance with Bay Area Air Quality Management District (BAAQMD) Guidelines. The existing air quality conditions in the San Francisco Bay Area Air Basin will be summarized. Both temporary construction effects and long-term regional effects will be quantified using the California Emissions Estimator Model (CalEEMod) Version 2020.4.0 and compared to BAAQMD thresholds. CalEEMod modeling outputs will be included as an appendix to the EIR. The potential for the project to result in localized air quality impacts to sensitive receptors and to cause odor impacts to off-site uses will be analyzed. In addition, the project will be reviewed for compliance with the BAAQMD Clean Air Plan. CEQA-compliant mitigation will be identified if the project impact is significant.
3. **Biological Resources.** Rincon will conduct a biological resources impact assessment to address potential impacts to special-status biological resources from project development. The assessment will consist of a literature review and site reconnaissance survey to document existing biological conditions and evaluate the sites for the potential to support sensitive biological resources. Rincon will base the analysis on a review of existing reports, project plans, aerial imagery, agency databases (i.e., California Natural Diversity Database and U.S. Fish and Wildlife Service, Information for Planning and Conservation [IPaC] database), available technical reports, and the reconnaissance survey. The results of the analysis will be presented in the biological resources section of the EIR, and a separate technical biological resources report will not be prepared. The biological resources section of the EIR will outline the existing biological conditions at the project sites,

document the potential for special-status or sensitive biological resources to occur at the sites, and assess the potential impacts to those sensitive resources (including nesting birds, potentially jurisdictional waters and wetlands, wildlife corridors, sensitive vegetation communities and special-status plant and animal species). The impact assessment will address potential impacts that may be considered significant under CEQA. CEQA-compliant mitigation will be identified if the project impact is significant.

4. **Cultural Resources.** As part of a cultural resources investigation, Rincon will conduct a search of the California Historical Resources Information System (CHRIS) at the Northwest Information Center (NWIC) located at Sonoma State University using a 0.5-mile search radius surrounding the County Administration Center Site and the Sears Site. The records search will reveal the nature and extent of cultural resources work previously conducted within the sites and their adjacent vicinity. Rincon assumes NWIC direct expenses will not exceed \$2,000. Rincon will additionally contact the California Native American Heritage Commission (NAHC) and request a review of the Sacred Lands File (SLF) to determine the presence of known Native American sacred sites in the vicinity of the two above-noted sites. Informal Native American outreach will not be conducted. However, Rincon assumes that the county will require assistance with Assembly Bill (AB) 52 consultation. Rincon will provide the county with support as needed and directed during the AB 52 process by drafting consultation letters and supplying a consultation tracking table that pertain to performing meaningful consultation. County officials will be the lead in all government to government communications with tribes, unless Rincon is otherwise directed by the County. All consultation records shall be kept confidential in segregated files. For the purposes of the project budget, the scope includes attendance at two virtual meetings in support of AB 52 consultation.

Rincon will conduct a pedestrian cultural resources field survey of the County Administration Center Site and the Sears Site. In accordance with California Office of Historic Preservation (OHP) guidance, built environment properties within the chosen site that are over 45 years of age will be recorded and evaluated for historical significance on California Department of Parks and Recreation 523 Series forms (DPR forms). Rincon understands that the proposed site options encompass portions of the existing County Administration Center and Santa Rosa Plaza. The number of buildings that will be recorded and evaluated will vary depending on the final conceptual design for each of the sites. This scope therefore includes the recordation and evaluation of one existing civic development (County Administration Center, which consists of up to 10 buildings with an associated use and developmental history) and up to four individual properties for historical resources eligibility. The new city hall development is outside the scope of the current project at that the City of Santa Rosa Civic Center will not need to be recorded and evaluated. A maximum of five sets of DPR forms will be prepared. Rincon will prepare a cultural resources technical report summarizing the results of the efforts described above and presenting findings and recommendations as needed. The report will be used to inform the CEQA analysis presented in the EIR

and will include the development of mitigation measures as necessary. The report and DPR forms will be submitted to the NWIC in accordance with Rincon's CHRIS access agreement.

5. **Energy.** Rincon will evaluate the potential of the project to result in significant environmental impacts due to wasteful, inefficient, or unnecessary consumption of energy resources or obstruction of a state or local plan for renewable energy or energy efficiency. The analysis will include a background discussion of state and regional energy consumption and will consider both construction-related and operational energy demand from the new Government Center. Anticipated construction energy demand will be based on equipment fuel consumption, as modeled in CalEEMod for the project, which the County Board of Supervisors has directed be Net Zero in terms of energy consumption. Operational energy demand will also be obtained from CalEEMod, which provides natural gas and electricity demand for the project. Finally, Rincon will assess project consistency with applicable state or local renewable energy or energy efficiency plans. CEQA-compliant mitigation will be identified if the project impact is significant.
6. **Geology and Soils.** This section will discuss the potential for geologic hazards, including fault rupture, ground shaking, landslides, liquefaction/slope stability, erosion, and subsidence. It will rely on existing information, including the County of Sonoma Hazard Mitigation Plan and General Plan Public Safety Element.

This section will also discuss impacts to potential paleontological resources on the project sites. Rincon will conduct a paleontological resources study to identify the geologic units that may be impacted by project development, determine the paleontological sensitivity of geologic unit(s) within the project sites, assess potential for impacts to paleontological resources from development of the proposed project, and recommend mitigation measures to avoid or mitigate impacts to scientifically significant paleontological resources. The study will be designed to support applicable environmental review and will include a museum locality search and review of existing geologic maps, online museum databases, and primary literature regarding fossiliferous geologic units in the project vicinity and region.

Rincon will summarize the results of the literature review and locality search, provide a discussion of the regional geology and the geologic unit(s) present within the project sites, characterize the paleontological sensitivity of the geologic units present within the project site using the Society of Vertebrate Paleontology's paleontological sensitivity classification system, assess the potential for significant impacts to scientifically important paleontological resources under state and federal guidelines, and provide management recommendations for avoiding or reducing impacts to paleontological resources from project development as necessary.

CEQA-compliant mitigation will be identified if the project impact is significant.

7. **Greenhouse Gas Emissions.** This analysis will consider the proposed project's potential contribution to cumulative impacts related to greenhouse gas (GHG)

emissions and climate change. An overview of the current regulatory framework regarding GHGs/climate change including Senate Bill (SB) 32, Assembly Bill (AB) 32, SB 97, Executive Order B-55-18, and SB 375, as well as adopted amendments to the *CEQA Guidelines*, will be described. GHG emissions from both construction and operations will be calculated using CalEEMod Version 2020.4.0 and compared to GHG thresholds to be identified in consultation with the County. The VMT assumptions in the EIR's traffic discussion and GHG discussion shall be consistent. The derivation of thresholds will be described in light of state and local targets (including those established in Resolution 18-0166 of the Board of Supervisors). Modeling outputs will be included as an appendix to the EIR. CEQA-compliant mitigation will be identified if the project impact is significant.

8. **Hazards and Hazardous Materials.** This section will discuss the potential for impacts relating to hazardous materials transport, storage, and use, as well as hazards such as contaminated sites. It will rely on information from the County of Sonoma Hazard Mitigation Plan and the Public Safety Element of the General Plan, in addition to data available from the State Water Resources Control Board, California Environmental Protection Agency, and California Department of Toxic Substances Control. The hazards and hazardous materials assessment is described below under *Hazardous Materials Study*. CEQA-compliant mitigation will be identified if the project impact is significant.
9. **Hydrology and Water Quality.** The hydrology and water quality analysis will evaluate potential impacts relating to hydrological conditions and flooding as well as potential impacts to surface and groundwater quality. The section will rely on locally available information from Sonoma County Water Agency, North Coast Regional Water Quality Control Board, and other local agencies. Analysis will identify if the project sites are at risk from flooding and potential impacts to existing drainage patterns and groundwater supply from development projected under the project. CEQA-compliant mitigation will be identified if the project impact is significant.
10. **Noise.** The noise analysis will examine both construction noise and long-term operational noise pursuant to the County's Guidelines for Preparation of Noise Analysis, and any other direction from the County. The noise analysis will include conducting a field survey to measure ambient noise levels at adequate representative locations within and near the project sites. An analysis of construction activities will be conducted to assess noise and vibration levels at adjacent properties, based on equipment types and operations provided by the applicant. Vibration levels will be calculated in terms of peak particle velocity for structural evaluations and for human annoyance evaluations. Vehicular traffic noise levels from project-generated traffic will be estimated using the Federal Highway Administration Traffic Noise Model acoustic algorithms. Noise levels will be calculated from on-site stationary sources (e.g., HVAC units) to off-site receivers. A programmatic-level noise analysis will be prepared for the housing component of the project.

CEQA-compliant mitigation will be identified if the project impact is significant.

11. **Public Services and Recreation.** This section will address potential impacts relating to police protection and fire protection services, schools, and parks and recreational facilities. This section will use existing information and information from service providers to determine service levels and existing and projected gaps in service that may result from anticipated development of the proposed project. CEQA-compliant mitigation will be identified if the project impact is significant.
12. **Transportation and Circulation.** Rincon has retained Fehr & Peers, described further in Section 5, *Identification of Subcontractors*, to assist with this analysis. Fehr & Peers will prepare a transportation impact analysis (TIA) to inform and the Transportation and Circulation section of the EIR. The TIA is described below under *Transportation Impact Assessment*. Level of Service analysis will not be included in the EIR. CEQA-compliant mitigation will be identified if the project impact is significant.
13. **Tribal Cultural Resources.** Under AB 52, the County, as the lead agency, is required to begin consultation with California Native American tribes that are traditionally and culturally affiliated with the project area prior to the release of the EIR. As described under Cultural Resources, above, Rincon will assist the County with consultation for AB 52 by requesting a consultation list from the NAHC and providing other support if necessary. County officials will be the lead in all government to government communications with tribes, unless Rincon is otherwise directed by the County. All consultation records shall be kept confidential in segregated files. This task includes time for participation by Rincon in two consultation meetings with the County and a consulting tribe, if necessary. Upon completion of AB 52 consultation, Rincon will complete the tribal cultural resources section of the EIR, which will include collection of regional background information on tribal cultural resources that could be affected by the project. The collected information will include a NAHC Sacred Lands File search, reviews of regional ethnographic information, information from relevant past projects, and information provided through government-to-government tribal consultation AB 52.
14. **Utilities and Service Systems.** This section will discuss potential impacts to water supply and service systems, wastewater conveyance and treatment systems, and solid waste collection and disposal systems. The evaluations of service systems will utilize the existing information from the Sonoma County Water Agency and City of Santa Rosa. Rincon will review the pertinent water and sewer planning documents for each Agency, including Master Plans, Urban Water Management Plans and Water Supply Assessments. Water and wastewater service demand from the proposed project will be compared to available water supply and wastewater treatment capacity. Project demand for solid waste disposal will also be evaluated in comparison to available capacity. CEQA-compliant mitigation will be identified if the project impact is significant.
15. **Wildfire.** This section will discuss potential impacts relating to development in urbanized areas and associated fire risk using information from the California Department of Forestry and Fire Protection and the County of Sonoma Hazard Mitigation Plan, the Public Safety Element of the General Plan, and City of Santa Rosa fire planning documents to the extent applicable, with consideration of

wildfires in the past few years throughout the County. CEQA-compliant mitigation will be identified if the project impact is significant.

Approaches to the impact analysis for the EIR will be discussed with County staff and involve issues raised by responsible and trustee agencies and will be consistent with the assumptions and methodologies used in recent EIRs in the County to the extent appropriate. In general, the impact analysis will focus on the issues present in the County and likely to be affected or impacted by the proposed project. The level of detail in the analysis shall be appropriate relative to the comments raised in the CEQA process and relevance of the impact to the project.

A Mitigation Monitoring and Reporting Program (MMRP), consisting of a separate list of all proposed mitigation measures, will also be developed. The MMRP will be provided in a format designed for use by planners, environmental monitors, or code enforcement officers. Essentially, this plan will take the form of a detailed table that describes:

1. Persons/agencies responsible for monitoring compliance with each condition
2. Timing when monitoring must occur
3. Frequency of monitoring
4. Criteria to be used to determine compliance with conditions

Technical Studies

1. Visual Assessment

Environmental Vision will prepare an analysis of the proposed project's visual impacts. Using advanced computer modeling and rendering techniques, Environmental Vision will produce accurate, photo-based conceptual simulations to illustrate future building massing associated with the Sonoma County Government Center as seen from representative public viewpoints. Environmental Vision will collect and review pertinent information including current project maps and drawings and additional information outlined below. Environmental Vision will confer with project team regarding location of preferred viewpoint locations for visual simulation.

Environmental Vision will conduct a visit to each site to photograph the site and surroundings. Using a digital single lens reflex (SLR) camera, photograph the sites from key public viewpoints. Basemap annotation, photo log sheet and GPS recording will be employed to document viewpoint locations. Prior to conducting site photography, consult with project team regarding location of potentially sensitive viewing locations. For cost estimating purposes, one site photography trip and up to 8 candidate review photographs are included per site. Photographs will be taken during daylight hours.

Environmental Vision will submit a set of review photographs with a viewpoint location map for review and approval. Environmental Vision will coordinate with project team to select a total of three simulation photographs. Using advanced computer modeling and rendering techniques, Environmental Vision will produce conceptual visual simulations to

portray the massing or general appearance of the proposed Sonoma County Government Center. The simulation images will be presented as “before” and “after” views showing the appearance of future development superimposed on selected photographic views. The simulation images will portray proposed building massing and may include proposed landscaping. The graphic style of the conceptual simulations will be coordinated with the building team and may include floor level demarcation or window openings. Example renderings can be presented to the team for discussion. The visual simulations will be based on project data provided to Environmental Vision. The simulation viewpoints and photographs will be approved by the project team and incorporated into the EIR.

Additionally, Environmental Vision will produce a shadow analysis of the proposed project based on computer modeling of shadow effects associated with the proposed building massing using project design assumptions developed for the visual simulations. Times of day and sensitive locations for the analysis will be confirmed with the project team. Shadows for three times of day (9 am, 12 noon, and 3 pm) will be shown at three times of year: winter and summer solstices (December 21 and June 21), when the sun is at its lowest and highest, and spring and fall equinoxes (March 21 or September 21), when day and night are of equal length. A total of nine black and white diagrams showing existing and net new project shadow patterns will be produced. The diagrams will be based on computer modeling of shadow effects associated with the proposed building massing. A brief written summary of technical methodology and assumptions will also be prepared if requested.

2. Health Risk Assessment

Construction Health Risk Assessment

Particulate emissions from off-road diesel equipment and other air toxics associated with site construction could temporarily impact nearby sensitive receptors. Given the project's proximity to sensitive receptors, Rincon will prepare two construction Health Risk Assessments (HRA) quantifying potential health impacts associated with temporary construction activities from both potential project sites (i.e., County Administration Center site and the Downtown Santa Rosa sites).

The construction HRAs will rely upon the California Emissions Estimator Model (CalEEMod) run prepared in support of the Air Quality and Greenhouse Gas sections, as well as site-specific dispersion modeling, which will be prepared in compliance with the Bay Area Air Quality Management District's (BAAQMD) *Health Risk Assessment Modeling Protocol* (2020) and other applicable guidance as appropriate. The construction HRA will consider emission of diesel particulate matter and fugitive particulate matter (PM_{2.5}) associated with both on-site emissions from construction equipment and off-site hauling emissions, as appropriate. Rincon will determine average annual concentrations during the construction period at the nearest sensitive receptors.

Chronic and carcinogenic health risk calculations will be based on standardized equations from contained in the State Office of Environmental Health Hazard Assessment Guidance (OEHHA) (2015) using either in-house spreadsheets or the revised Hotspots Analysis and

Reporting Program Version 2 (HARP 2) available from California Air Resources Board. If health risks are found to exceed BAAQMD significance criteria, Rincon will identify any feasible construction mitigation measures to reduce the severity of health risk impacts to off-site receptors and proposed on-site residences. Additionally, Rincon will use BAAQMD screening tools to evaluate cumulative health risk at the maximally exposed individual receptor, in accordance with BAAQMD health risk guidelines. The methodology and results of the construction HRA would be included in the Air Quality EIR section.

Roadway Health Risk Assessment

Although not required by CEQA, a health risk assessment (HRA) will be prepared to analyze the potential health risks associated with exposure to diesel particulate matter, a toxic air contaminant, from vehicles traveling on United States Route 101 (Highway 101, Redwood Highway) at the location of Housing Complex A at the existing County administration center site. The mainline center line of Highway 101 is approximately 180 feet west of the Housing Complex A project site boundaries. Note that the nearest project site boundary from Housing Complex B is approximately 1,500 feet from Highway 101, thus, based on the adequate distance between the source and the proposed housing, a roadway HRA is not proposed for this complex.

Readily available data, such as Caltrans truck traffic data for highways or provided volumes from a project-specific traffic assessment, will be used in the analysis. The dispersion of toxic air contaminants will be determined through the use of Hotspots Analysis and Reporting Program Version 2 (HARP 2) software developed by the California Air Resources Board and the United States Environmental Protection Agency's air dispersion model, the AMS/EPA Regulatory Model (AERMOD). Chronic and carcinogenic health risk calculations will be based on the Office of Environmental Health Hazard Assessment's 2015 Risk Assessment Guidelines using either in-house spreadsheets or the revised HARP 2 available from the California Air Resources Board. If health risk exceeds from Highway 101 exceed the BAAQMD significance criteria, Rincon will recommend feasible mitigation measures, such as heating, ventilation, and air conditioning (HVAC) filters, to reduce exposure of proposed residents.

3. Hazardous Materials Study

Rincon will perform a Preliminary Hazardous Materials Study to identify potential impacts from hazardous materials and wastes associated with both sites. This study will include a site reconnaissance and a preliminary review of potential hazards associated with both sites that may affect the environment and demolition/construction of the project, including:

- identification of known on-site and adjacent releases (including Cortese sites) through a review on online resources (DTSC-Envirostor and RWQCB-Geotracker)
- solid waste landfills
- California Geologic Energy Management Division wells
- buried hazardous material pipelines

- perfluorooctanoic acid/perfluorooctanesulfonic acid investigations.

As available, historical fire insurance maps (if available), or historical city directories, provided by Environmental Data Resources/Lightbox will be reviewed to identify areas of past industrial or hazardous material land uses.

Based on Rincon's preliminary review of the downtown subject parcels, several buildings appear to have been constructed between 1968-1982; therefore, hazardous building materials may be present including, but not limited to, asbestos containing materials, lead based paint, and polychlorinated bi-phenyls in oils and light ballasts.

Interviews and other historical records (aerial photographs, topographic maps, building permits) will not be reviewed as part of this research effort. Our report will provide a general summary of the hazardous materials that might be encountered during project demolition and/or construction and recommendations for further assessment, if necessary. Rincon will provide an electronic version of the Preliminary Hazardous Materials Study and attachments in PDF format; paper copies of these documents will not be submitted.

4. Transportation Impact Analysis

A CEQA VMT analysis that is consistent with the State Office of Planning and Research's (OPR) Technical Advisory on Evaluation Transportation Impacts in CEQA generally requires that each part of the project be analyzed by its constituent land uses; this analysis will include the reduction in VMT from compatible land uses. As a regional serving use, the Sonoma County services component of the project may be broken down into an employment-based analysis and a regional service-based analysis. The employment-based analysis would be completed on the basis of total home-based-work "commute" VMT per worker, and the regional service-based analysis would be completed on the basis of net change in VMT. An alternative analysis method could include an assessment of total VMT – this method would be particularly streamlined in the case of a downtown Santa Rosa preferred alternative. If the County includes residential uses in the project, the addition of residential or other uses on-site would be analyzed using the relevant metrics, methods and thresholds using the SCTA model (similar to other projects throughout the County). While combined metrics (e.g., VMT per service population) may be feasible for use in this application, consistency with the Technical Advisory approach provides additional environmental sensitivity to the analysis and will provide additional defensibility by directly leveraging the substantial evidence provided as part of OPR's efforts in the development of the Technical Advisory.

Because of the unique nature of County government services, the SCTA model may not precisely predict the regional pull of travel demand associated with the concentration of County government services. Fehr & Peers will supplement the SCTA model with location-based services "Big Data" to help the model reflect the unique trip making characteristics of the SCTA model. Because the SCTA model was built with Big Data in mind, this approach will enhance the predictive power of the SCTA model relative to the need to

produce defensible VMT estimates for the CEQA Transportation, Greenhouse Gas, and Air Quality sections.

Fehr & Peers will prepare base year (2019) and Cumulative year (2040) No Project and Plus Project estimates of CEQA VMT efficiency metrics. The estimates will be prepared using model runs from the newest version of the Sonoma County Transportation Authority (SCTA) travel demand model. The Plus Project model runs will include modifications to the land use and transportation system to reflect the project description for each of the project sites.

In recognition of the unique travel demand characteristics of the County Government Center, Fehr & Peers will purchase and analyze up to 50 zones of StreetLight Data origin-destination data. This data will provide a better understanding of travel patterns to/from the County Government Center and will be used as a check for the SCTA origin-destination pattern for the proposed project.

The relevant VMT per capita and/or total VMT metrics results for the project will be compared to CEQA thresholds of significance developed using guidance from the OPR Technical Advisory. (The “regional” average used shall be based on the MPO, not the county.) If significant CEQA impacts are found, Fehr & Peers will propose a VMT mitigation measure consisting of transportation demand management (TDM) strategies that could be applied to the program. The efficacy of these strategies will be based, in part, on Fehr & Peers’ recent research conducted in conjunction with the California Air Resources Board (CARB) which supplements the TDM effectiveness data published by CAPCOA.

Using the data described above, Fehr & Peers will quantitatively analyze both the existing County Government Center complex and the Sears site and will qualitatively analyze up to three project alternatives. The analysis will include a qualitative discussion of how differences in location or project elements may affect the outcomes of the CEQA VMT analysis. If a quantitative analysis is required, a scope and budget amendment will be required.

The proposed site plans will be reviewed to evaluate multimodal site access and on-site circulation. Specifically, Fehr & Peers will review the project site plan in terms of:

- Site access and interface with public roadway network including adequacy of turn-pocket lengths, driveway throat lengths, sight distance and operations
- Emergency vehicle access and circulation
- Vehicular circulation within the site
- Public parking layout within the site
- Public parking supply adequacy to accommodate projected demand
- Pedestrian access and circulation within and adjacent to the site
- Bicycle access and circulation within and adjacent to the site

Fehr & Peers will also qualitatively evaluate the off-site pedestrian, bicycle and transit network to determine if the proposed project would result in CEQA impacts to these facilities. Fehr & Peers will prepare a transportation impact analysis (TIA) report that will document the data, analysis, calculations and results of the work described in this task. The TIA will be summarized in the EIR and included as an appendix.

Fehr & Peers will complete a separate and informational only, non-CEQA circulation system analysis per the County's Guidelines for Traffic Studies and/or City of Santa Rosa Guidelines. The circulation system analysis will be in a separate report from the CEQA report. It is assumed that ten study intersections would be included in the analysis for each of the two sites. Traffic volume data will be requested from the County of Sonoma and City of Santa Rosa, but for the purposes of this scope it is assumed that Fehr & Peers would need to collect 20 total traffic counts for the circulation system analysis.

Intersection operations Levels of Service (LOS) will be calculated for the study intersections for the weekday AM peak hour, weekday PM peak hour and Saturday midday peak hour using methodologies from the Highway Capacity Manual, 6th Edition as applied in the Synchro software analysis package. The circulation analysis will include an analysis of Existing, Existing plus Project, Cumulative (Year 2040) and Cumulative plus Project Conditions. Cumulative conditions volumes will be based on information from the SCTA travel demand model. Plus Project scenario traffic volumes will be based on trip generation calculations (using data from the ITE Trip Generation Manual, 10th Edition); these estimated project trips will be distributed through the roadway system and assigned to turning movements at the study intersections. Plus Project scenario operations will be compared against the relevant No Project scenario to assess if the project results in new deficiencies using criteria identified in the Guidelines for Traffic Impact Studies and/or City of Santa Rosa Guidelines; if new deficiencies are found to occur, improvement measures will be identified to remedy the deficiencies.

The VMT discussion and findings will be included in the EIR. The LOS discussion will not be incorporated into the EIR. A stand-alone technical memorandum will be prepared to document the data, analysis, calculations, and results of the informational (non-CEQA) circulation system analysis. This scope includes one draft memo and one final memo responding to one round of consolidated comments (up to 8 hours of staff time to respond to comments).

Task 3 Deliverables

1. Annotated ADEIR outline
2. ADEIR (ten bound and one unbound hard copy, Word, and PDF)
3. Draft MMRP
4. Visual Assessment
5. Health Risk Assessment
6. Transportation Impact Analysis
7. Hazardous Materials Study (Word and PDF)

Task 4 Screen Check Draft EIR

Rincon will incorporate Permit Sonoma staff input into the ADEIR. County will provide consolidated, non-contradictory comments. After addressing County comments, Rincon will prepare a clean copy of the Screen Check Draft EIR. Rincon will provide the Screen Check version in digital format and one hard copy.

Task 4 Deliverable

1. Screen Check Draft EIR (PDF format)

Task 5 Public Draft EIR

Rincon will prepare and distribute the required copies of the Draft EIR to the State Clearinghouse via CEQASubmit, including all required accompanying forms, such as the Notice of Completion. Rincon will also file the Notice of Availability (NOA) of the Draft EIR with the Sonoma County Clerk. County staff will distribute the NOA of the Draft EIR to responsible agencies, trustee agencies, and interested organizations, and persons. County will be responsible for required newspaper ads and other public noticing of the document's availability, such as radius-label mailing or on site posting. As required by California law, the Draft EIR will be circulated for public review for a minimum of 45 days. Rincon will provide County staff with digital copies of the Draft EIR to be made available on the Permit Sonoma website to facilitate public access. Comments received during the public review period will be compiled for later responses. Rincon will attend and can present at up to three public meeting/hearings on the Draft EIR. For purposes of this scope, we have assumed five bound and one unbound hard copy of the Public Draft EIR, along with electronic Word and PDF formats.

Task 5 Deliverables

1. Draft EIR (five bound and one unbound hard copy, Word, and PDF)
2. List of comment letters and commenting entities (digital format)
3. Compilation of comments received (digital format)
4. Hearing materials, slides, handouts, diagrams, etc.

Task 6 Final EIR

Rincon will complete the Final EIR after the review period has closed and all comments submitted during that period have been received. Comments will be numbered and responded to pursuant to *CEQA Guidelines*. The Final EIR will include corrections to the Draft EIR, response to comments, and the MMRP.

The parties agree that if more than 120 hours of Rincon professional staff time is required, and if there is insufficient funding to complete the required work under the contract, that the parties will agree to a contract amendment utilizing the existing rate structure.

Rincon will prepare a Screen Check Final EIR incorporating, where appropriate, edits/errata to the Draft EIR based on the response to comments, as well as edits to the MMRP for County staff review and confirmation followed by a Final EIR after incorporating direction from County staff. If requested, Rincon will provide all findings and statements of overriding consideration. Rincon will provide ten bound and one unbound hard copy of the Final EIR, along with electronic copies of the document in Word and Adobe PDF format.

Task 6 Deliverables

1. Administrative Draft Final EIR (includes response to comments)
2. Screen Check Final EIR
3. Final EIR
4. MMRP

Task 7 Final EIR Presentation

Rincon will attend three public hearings total to consider the certification of the Final EIR and adoption of the project. Rincon will prepare a presentation summarizing the findings of the EIR to present to the Planning Commission and/or Board of Supervisors and the public to complement the staff report. The Planning Commission will consider the comments made during the public hearings and, at the conclusion of the second hearing, will make recommendations to the Board of Supervisors regarding the Final EIR. The Board of Supervisors will consider the Planning Commission's recommendations and the comments made at the public hearings. At the conclusion of the hearings, the Board of Supervisors will determine whether to certify the Final EIR and adopt/approve the project. Within 1 day of Final EIR certification and project approval, Rincon will submit the draft Notice of Determination to County staff for delivery to the County Clerk and/or State Clearinghouse.

Task 7 Deliverables

1. Hearing materials, slides, handouts, diagrams, etc.
2. Final EIR and MMRP (hearing copies)
3. Certified EIR and MMRP
4. Notice of Determination (PDF format)

Task 8 Project Management

Throughout the EIR process, Rincon will proactively identify issues, immediately bring any such issues to the attention of County staff, identify potential solutions, and coordinate with County staff as to the best course of action. Rincon will participate in regular project management conference calls or virtual meetings with the project team to ensure that all tasks get completed on time to adhere to the schedule. Rincon will use email communications and have telephone conversations with County staff, as needed, during the course of the project to ensure clear communication. Rincon will prepare monthly

invoices with status reports documenting the progress made each month on completing the project, and review and update the schedule when necessary.

Optional Service: NEPA Compliance

If the County determines federal funding will be provided for the new Government Center, once the County identifies the funding source Rincon will provide support, to the extent requested, in achieving NEPA compliance. Once funding is known and after initial discussions with the federal agency, Rincon will prepare an additional scope and budget for County review and approval related to NEPA's requirements.

Work Schedule

The Rincon team is prepared to begin the work program described in this proposal immediately upon authorization to proceed. As depicted on the chart located on the following page, Rincon will adhere to a schedule that allows the Draft EIR to be circulated within about 6 months from the kickoff meeting and finalized project details and the EIR process to be concluded within approximately 12 months.

Sonoma County

CEQA/NEPA-Related Services for the Proposed New Sonoma County Government Center

EIR Timeline

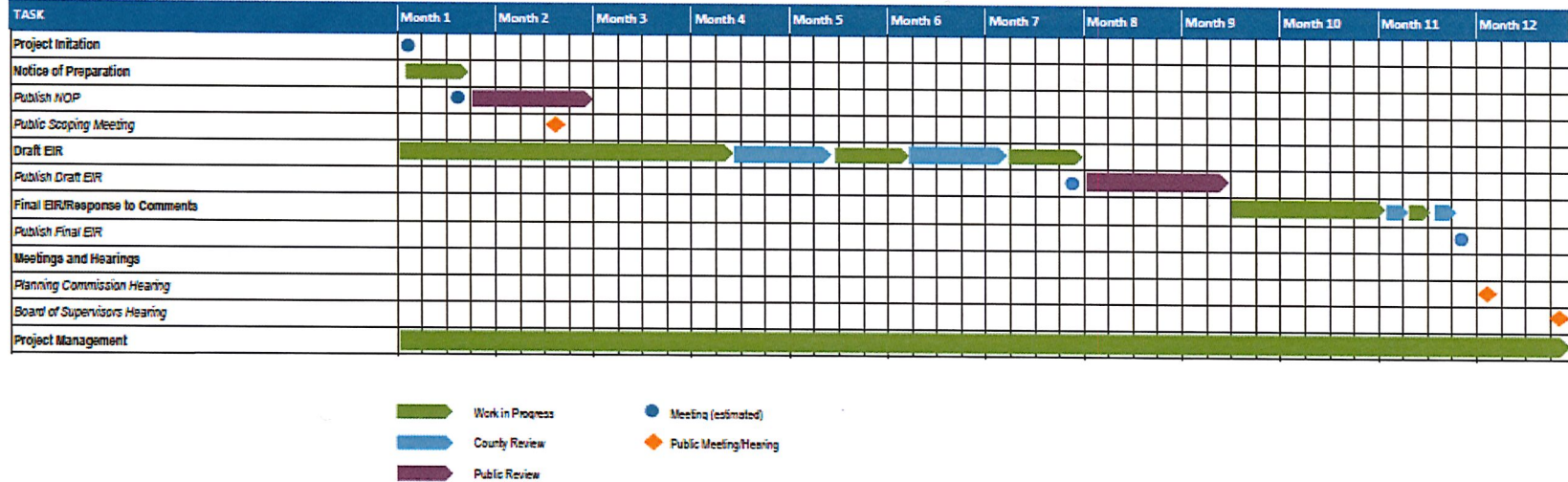


Exhibit B

Budget and Rates

Rincon can complete the EIR for a cost not to exceed **\$523,141**. We have included a 20 percent contingency based on County input, only to be used upon County authorization, which will bring the total budget to **\$627,769**. A breakdown of our cost by task is summarized in the table below. All services would be provided on a time and expense reimbursement basis and will be billed in accordance with our standard fee schedule for professional services as outlined on the following pages.



RINCON CONSULTANTS, INC.
County Government Center EIR

Cost Estimate

Tasks	Rincon Labor Classification	Principal I	Director I	Senior Supervisor II	Senior Professional I	Professional IV	Professional III	Professional II	Associate III	Production Specialist	GIS/CADD Specialist II	Clerical
Task 1: Project Kick off	Labor Cost	\$250	\$250	\$228	\$179	\$164	\$152	\$135	\$108	\$98	\$135	\$85
Kick Off Meeting	\$1,000	4	2									
Memorandum of Data Sources and Annotated Outline	\$2,880	18	2			4	12					
Task Subtotal	\$3,880	22	4			4	12					
Task 2: Environmental Review Scoping												
Preliminary Project Description	\$4,504	28	2			10	12				4	
Notice of Preparation	\$2,622	15	1			4	8					
Scoping Meeting (includes materials and prep)	\$4,872	24	4			4	8					
Summary of Comments	\$1,216	8					8					
Task Subtotal	\$13,214	75	12			18	36				4	
Task 3: Administrative Draft EIR												
Executive Summary, Intro., Other CEQA	\$7,028	50	2			8	24			16		
Aesthetics (Rincon labor only)	\$8,642	52	2			48					2	
Air Quality	\$23,500	151	4		5	5	133				3	
Biological Resources	\$12,790	78	4		16	48				8	2	
Cultural Resources	\$52,905	356	10	28		44		247		5	22	
Energy	\$3,236	20	2				18					
Geology & Soils (includes paleo)	\$10,413	67	1	2	4	18	40		5		1	
Greenhouse Gas Emissions	\$8,512	54	2				48					
Hazards and Hazardous Materials	\$25,852	150	10			70	41				14	
Hydrology and Water Quality	\$9,044	57	1	2		10	42				2	
Noise	\$10,661	65	2		6	48		6			3	
Public Services and Recreation	\$6,598	41	1	2		5	32					
Transportation (Rincon labor only)	\$2,844	17	1	2			12				2	
Tribal Cultural Resources	\$2,410	17	1					16				
Utilities and Service Systems	\$5,770	37	1			4	32				1	
Wildfire	\$5,445	34	1	2			30					
Alternatives	\$10,162	60	2	8		8	40				2	
Task Subtotal	\$205,812	1306	47	31	30	318	482	269	5	29	54	
Task 4: Screen Check Draft EIR												
Screen Check Draft EIR	\$16,008	95	1	8	24	24	32			4	2	
Task Subtotal	\$16,008	95	1	8	24	24	32			4	2	
Task 5: Public Draft EIR												
Public Draft EIR	\$9,226	57	1	4		24	24			4		
Task Subtotal	\$9,226	57	1	4		24	24			4		
Task 6: Final EIR												
ADFEIR	\$17,584	104	6	10		32	50			2	4	
MMMRP	\$3,042	19	2	3			5				4	4
Task Subtotal	\$20,626	123	8	13		32	56			2	8	4
Task 7: Presentations												
Meeting Materials, Hearing Copies, and Certified EIR	\$6,978	39		9		14	16					
Task Subtotal	\$6,978	39		9		14	16					
Task 8: Project Management												
Project Management	\$30,380	158	30	44		60						24
Task Subtotal	\$30,380	158	30	44		60						24
Subtotal Cost	\$ 306,224	1,875	94	125	30	494	668	269	5	39	68	28

Direct Cost Detail

Vehicle Costs	\$ 475
Photocopies Double Sided B/W	\$ 600
Colored Copies Double Sided or 11x17	\$ 450
Reproduction CDs	\$ 75
Sound Level Metering Field Package: anemometer, tripod and digital camera.	\$ 103
GPS (sub meter accuracy)	\$ 60
Standard Field Equipment Package	\$ 190
MVIC	\$ 1,000
Historical Documents Aerials, Topos, CDs, Sanborns	\$ 250
Environmental Vision	\$ 35,475
Rohr & Piers	\$ 178,289
Subtotal Additional Costs	\$ 216,917

Summary

Professional Fees Subtotal	\$ 306,224
Direct Costs Subtotal	\$ 216,917
Total Project Budget	\$ 523,141

Summary with Contingency

Total Project Budget	\$ 523,141
Contingency (20%)	\$ 104,628
Total Project Budget with Contingency	\$ 627,769

Professional Services are based on Kincon's standard fee schedule and labor classifications. The above is provided as an estimate of Kincon's effort per task. Kincon may reevaluate budget between staff and tasks, as long as the total contract price is not exceeded.

Annual Escalation: Standard rates, subject to 2% escalation annually.

Updated: 01.01.21

Standard Fee Schedule for Environmental Sciences and Planning Services

Professional, Technical and Support Personnel*	Hourly Rate
Principal II	\$270
Director II	\$270
Principal I	\$250
Director I	\$250
Senior Supervisor II	\$228
Supervisor I	\$215
Senior Professional II	\$195
Senior Professional I	\$179
Professional IV	\$164
Professional III	\$152
Professional II	\$135
Professional I	\$120
Associate III	\$108
Associate II	\$98
Associate I	\$90
Project Assistant	\$85
Senior GIS Specialist	\$155
GIS/CADD Specialist II	\$135
GIS/CADD Specialist I	\$120
Technical Editor	\$120
Production Specialist	\$98
Clerical	\$85

*Professional classifications include environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts, and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of \$350.

Reimbursable Expenses

Direct Cost	Rates
Photocopies – Black and White	\$0.20 (single-sided) & \$0.40 (double-sided)
Photocopies – Color	\$1.50 (single-sided) & \$3.00 (double-sided)
Photocopies – 11 x 17	\$0.50 (B&W) & \$3.30 (color)
Oversized Maps	\$8.00/square foot
Digital Production	\$15/disc and \$20/flash drive
Light-Duty and Passenger Vehicles*	\$85/day
4WD and Off-Road Vehicles*	\$135/day

* \$0.65/mile for mileage over 50 and for all miles incurred in employee-owned vehicles.

Other direct costs associated with the execution of a project, that are not included in the hourly rates above, are billed at cost plus 15%. These may include, but are not limited to, laboratory and drilling services, subcontractor services, authorized travel expenses,

permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment and vehicles other than covered by the above charges.

Annual Escalation. Standard rates subject to annual escalation.

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

Equipment	Day Rate
Environmental Site Assessment	
Soil Vapor Extraction Monitoring Equipment	\$144
Four Gas Monitor	\$124
Flame Ionization Detector	\$100
Photo Ionization Detector	\$75
Hand Auger Sampler	\$57
Water Level Indicator, DC Purge Pump	\$41
Natural Resources Field Equipment	
UAS Drone	\$250
Spotting or Fiberoptic Scope	\$155
Pettersson Bat Ultrasound Detector/Recording Equipment	\$155
Sound Level Metering Field Package (Anemometer, Tripod and Digital Camera)	\$103
GPS (Sub-meter Accuracy)	\$60
Infrared Sensor Digital Camera or Computer Field Equipment	\$52
Scent Station	\$21
Laser Rangefinder/Altitude	\$10
Pit-fall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar	\$8
Mammal Trap, Large/Small	\$1.50/\$0.50
Water and Marine Resources Equipment	
Boat (26 ft. Radon or Similar)	\$565
Boat (20 ft. Boston Whaler or Similar)	\$310
Multi Parameter Sonde (Temp, Cond, Turbidity, DO, pH) with GPS	\$155
Water Quality Equipment (DO, pH, Turbidity, Refractometer, Temperature)	\$57
Refractometer (Salinity) or Turbidity Meter	\$35
Large Block Nets	\$103
Minnow Trap	\$88
Net, Hand/Large Seine	\$10/\$50
Field Equipment Packages	
Standard Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet, Safety Equipment, and Botanic Collecting Equipment)	\$100
Remote Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet and Mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	\$130
Amphibian/Vernal Pool Field Package (Digital Camera, GPS, Thermometer, Decon Chlorine, Waders, Float Tube, Hand Net, Field Microscope)	\$155
Fisheries Equipment Package (Waders, Wetsuits, Dip Nets, Seine Nets, Bubblers, Buckets)	\$52
Underwater and Marine Sampling Gear (U/W Photo/Video Camera, Scuba Equipment (Tanks, BCD, Regulators, Wetsuits, etc.)	\$50/diver
Marine Field Package (PFDs – Personal Flotation Devices, 100-foot Reel Tapes with Stainless Carabiners, Pelican Floats, Underwater Slates, Thermometer, Refractometer, Anemometer, Various Field Guides)	\$50
Insurance, Hazard and Safety Fees	

Equipment	Day Rate
L&H Dive Insurance	\$50/diver
Level C Health and Safety	\$60/person

Exhibit C

Insurance Requirements

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

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

Workers Compensation and Employers Liability Insurance

- a. Required if Consultant has employees.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. *Required Evidence of Insurance*: Certificate of Insurance.

If Consultant currently has no employees, Consultant agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should any employees be engaged during the term of this Agreement or any extensions of the term.

General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Consultant is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the County.
- d. The County of Sonoma shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance of this

- agreement.
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "F" definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between County and Consultant and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. *Required Evidence of Insurance:*
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.

Automobile Liability Insurance

- a. Minimum Limits: \$300,000 Combined Single Limit per Accident; or Bodily Injury: \$100,000 per person/\$300,000 per accident and Property Damage: \$50,000 per accident.
- b. *Required Evidence of Insurance:*
 - i. Copy of Auto Policy Declarations Page; or
 - ii. Certificate of Insurance.

Professional Liability/Errors and Omissions Insurance

- a. Minimum Limit: \$1,000,000 per claim or per occurrence.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County.
- c. If Consultant's services include: (1) programming, customization, or maintenance of software; or (2) access to individuals' private, personally identifiable information, the insurance shall cover:
 - i. Breach of privacy; breach of data; programming errors, failure of work to meet contracted standards, and unauthorized access; and
 - ii. Claims against Consultant arising from the negligence of Consultant, Consultant's employees and Consultant's subcontractors.
- d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- e. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- f. *Required Evidence of Insurance:* Certificate of Insurance specifying the limits and the claims-made retroactive date.

Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

Documentation

- a. The Certificate of Insurance must include the following reference: County Administration Building.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: County of Sonoma, 575 Administration Drive, Suite 100, Santa Rosa, California 95403.
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

Policy Obligations

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

Material Breach

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



CERTIFICATE OF LIABILITY INSURANCE

2/1/2022

DATE (MM/DD/YYYY)

10/28/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Insurance Brokers, LLC 777 S. Figueroa Street, 52nd Fl. CA License #0F15767 Los Angeles CA 90017 (213) 689-0065	CONTACT NAME:	FAX (A/C, No):	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS:	
INSURED 1462718 Rincon Consultants, Inc. 160 N. Ashwood Ave. Ventura CA 93003	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Crum & Forster Specialty Insurance Co		44520
	INSURER B : Hartford Fire Insurance Company		19682
	INSURER C : Starstone National Insurance Company		25496
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES RINCO01 **CERTIFICATE NUMBER:** 17982485 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR SIR: \$50,000 ☒ P&I GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	N	EPK-133853	2/1/2021	2/1/2023	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N	N	72UENOL5481	2/1/2021	2/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED ☒ RETENTION \$ 10,000	N	N	EFX-116867	2/1/2021	2/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	T10210329	2/1/2021	2/1/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Contractors Pollution Liab E&O Liab.	N	N	EPK-133853	2/1/2021	2/1/2023	Limit: \$3,000,000/\$4,000,000 Limit: \$3,000,000/\$4,000,000 Retro Date: 12/9/1994

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Cyber Liability: Carrier: HDI Specialty Insurance Company, Policy No. Renewal Policy #SCTRD2590380000, Policy Term: 2/1/2021-2/1/2022, Limit: \$5,000,000 SIR: \$10,000.

Re: County Administration Building. County of Sonoma, its officers, agents, and employees are an Additional Insured to the extent provided by the policy language or endorsement issued or approved by the insurance carrier. Insurance provided to Additional Insured(s) is primary and non-contributory as per the attached endorsement or policy language.

CERTIFICATE HOLDER**17982485**County of Sonoma
575 Administration Dr., Ste. 100
Santa Rosa CA 95403**CANCELLATION** See Attachments

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Policy Number: EPK-133853

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -
SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) of Covered Operations
Blanket when specifically required in a written contract with the named insured.	Blanket when specifically required in a written contract with the named insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section III — Who Is An Insured within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" cause, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf; in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Policy Number: EPK-133853

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Person(s) or Organization(s):	Location And Description Of Completed Operations
Blanket when specifically required in a written contract with the named insured.	Blanket when specifically required in a written contract with the named insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section III — Who Is An Insured within the Common Provisions is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

Policy Number: EPK-133853

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED
WITH WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) or Organization(s)

Blanket when specifically required in a written contract with the named insured.

- A. SECTION III — WHO IS AN INSURED** within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but only with respect to liability arising out of "your work" for that person or organization performed by you, or by those acting on your behalf.
- B.** As respects additional insureds as defined above, this insurance also applies to "bodily injury" or "property damage" arising out of your negligence when the following written contract requirements are applicable:
1. Coverage available under this coverage part shall apply as primary insurance. Any other insurance available to these additional insureds shall apply as excess and not contribute as primary to the insurance afforded by this endorsement.
 2. We waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for injury or damage arising out of "your work" performed under a written contract with that person(s) or organization(s).
 3. The term "additional insured" is used separately and not collectively, but the inclusion of more than one "additional insured" shall not increase the limits or coverage provided by this insurance.

This Endorsement does not reinstate or increase the Limits of Insurance applicable to any "claim" to which the coverage afforded by this Endorsement applies.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.