

## PROFESSIONAL SERVICES AGREEMENT

This agreement ("Agreement"), effective upon the date of execution ("Effective Date") is by and between the Sonoma County Agricultural Preservation and Open Space District, a California special district (hereinafter "District"), and Cinquini & Passarino, Inc., a California corporation (hereinafter "Consultant").

### RECITALS

WHEREAS, Consultant represents that it is a duly qualified and licensed surveyor, experienced in providing land surveying and related services; and

WHEREAS, in the judgment of the General Manager of the District, it is necessary and desirable to employ the services of Consultant to provide land surveying services and serve as responsible charge; and

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

### AGREEMENT

#### 1. Scope of Services.

1.1 Consultant's Specified Services. Consultant shall perform the services described in Exhibit A (Scope of Work), 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 8, Prosecution of Work. Work will be authorized and performed only upon written authorization signed by District and consultant in a form attached hereto as Exhibit B ("Task Order"). Prior to work being performed under this Agreement, District and Consultant will establish and agree on the following information, which agreement shall be reflected in the Task Order:

- a. Specific description of tasks to be performed;
- b. Identification of any tasks deemed to be design professional services as defined under Government Code section 2782.8;
- c. Time allowed to perform work;
- d. Schedule for deliverables;
- e. A not-to-exceed cost;
- f. List of key personnel, if applicable;
- g. List of authorized subconsultants, if applicable; and
- h. Project-specific items to be provided by District.

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 District. Consultant shall cooperate with District and District staff in the performance of all work hereunder. Consultant shall coordinate the work with the District's Project Lead, per the contact information and mailing addresses below:

DISTRICT PROJECT LEAD	CONSULTANT PROJECT LEAD
Name: Allison Schichtel	Name: Jim Dickey
Address: 747 Mendocino Avenue – Suite 100	Address: 1360 North Dutton Avenue Suite 150
Santa Rosa, CA 95401	Santa Rosa, CA 95401
Phone: 707-565-7353	Phone: 707-542-6268 x 102
Email: <a href="mailto:Allison.Schichtel@sonomacounty.gov">Allison.Schichtel@sonomacounty.gov</a>	Email: <a href="mailto:jickey@cinquinipassarino.com">jickey@cinquinipassarino.com</a>

**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. District 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 District shall not operate as a waiver or release. If District determines that any of Consultant's work is not in accordance with such level of competency and standard of care, District, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with District 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 5; 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 District, 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 District.
- 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 District to be key personnel whose services were a material inducement to District to enter into this Agreement, and without whose services District 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 District. With respect to performance under this Agreement, Consultant shall employ the following key personnel: Jim Dickey, and associated staff described in Exhibit A, Scope of Work.
- 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 in accordance with the following terms:

For all services and incidental costs required hereunder, Consultant shall be paid on a time and material/expense basis in accordance with the budget set forth in Exhibit A, provided, however, that total payments to Consultant shall not exceed One Hundred Fifty Thousand Dollars (\$150,000.00) without the prior

written approval of District. Upon completion of work, Consultant shall submit its invoice for payment and shall identify the services completed and the amount charged.

The invoices shall show or include:

- Consultant Name: Cinquini & Passarino, Inc.
- Name of Project: As-Needed Land Surveyor Services
- District Contract Number: Contract #1607
- Payment remittance address
- Copies of all subconsultant invoices, if any
- Description of services performed
- The hourly rate or rates of the persons performing the task, not-to-exceed the rates set forth in Exhibit A. Rates may be raised on an annual basis subject to the prior written approval of the District General Manager. The General Manager in her sole discretion may consider changes to the Consumer Price Index (San Francisco Area) when evaluating the rate increase request.
- The time in quarter hours devoted to the task(s)
- Copies of receipts for reimbursable materials/expenses, if any, and
- Any other information requested by the District.

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 District business after presentation of an invoice in a form approved by the District for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the District in its sole discretion.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the District 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, District 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 District 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 District of any changes in the facts. Forms should be sent to the District pursuant to Article 3. To reduce the amount withheld, Consultant has the option to provide District with either a full or partial waiver from the State of California.

**3. 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 DISTRICT:

Sonoma County Agricultural Preservation  
and Open Space District  
747 Mendocino Avenue  
Santa Rosa, CA 95401

Fax: 707-565-7359

Invoices may be electronically submitted to: aposd.ap@sonoma-county.org

TO CONSULTANT: Cinquini & Passarino, Inc.  
1360 No. Dutton Avenue, Suite 150  
Santa Rosa, CA 95401  
Email: [jdickey@cinquinipassarino.com](mailto:jdickey@cinquinipassarino.com)  
Phone: 707-542-6268 x 102

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.

4. Term of Agreement. The term of this Agreement shall be from Effective Date and expire on January 13, 2029 unless terminated earlier in accordance with the provisions of Article 5 below. The District, at its option, shall have the right to extend the Term of the Agreement for two additional one-year periods by providing notice to Contractor.

5. Termination.

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

5.2 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, District may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

5.3 Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to District 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 District an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

5.4 Payment Upon Termination. Upon termination of this Agreement by District, 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 District terminates the Agreement for cause pursuant to Section 5.2, District shall deduct from such amount the amount of damage, if any, sustained by District by virtue of the breach of the Agreement by Consultant.

**5.5 Authority to Terminate.** The Board of Directors of the Sonoma County Agricultural Preservation and Open Space District has the authority to terminate this Agreement on behalf of the District. In addition, the General Manager, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the District.

**6. Indemnification.** Consultant agrees 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' performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against District based upon a claim relating to such Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant's obligations under this Section apply whether or not there is concurrent or contributory negligence on District's part, but to the extent required by law, excluding liability due to District's conduct. District 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 relate to the negligence, recklessness, or willful misconduct of the design professional.

**7. 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.

**8. 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.

**9. 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 increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the General Manager in a form approved by County Counsel. The District's Board of Directors must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, District 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 District.

## 10. Representations of Consultant.

10.1 Standard of Care. District 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 District shall not operate as a waiver or release.

10.2 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 District and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits District provides its employees. In the event District exercises its right to terminate this Agreement pursuant to Article 5, above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

10.3 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 District.

10.4 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 District 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 District is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish District with proof of payment of taxes on these earnings.

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

10.6 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 District, 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 District disclosing Consultant's or such other person's financial interests.

**10.7 Statutory Compliance/Living Wage Ordinance.** Consultant agrees to comply, and to ensure compliance by its subconsultants or subconsultants, 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 may be 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.

**10.8 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, religious creed, belief or grooming, sex (including sexual orientation, gender identity, gender expression, transgender, pregnancy, childbirth, medical conditions related to pregnancy, childbirth or breast feeding), marital status, age, medical condition, physical or mental disability, genetic information, military or veteran status, or any other legally protected category or 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.

**10.9 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.

**10.10 Assignment of Rights.** Consultant assigns to District 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 District 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 District may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of District. 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 District.

**10.11 Ownership and Disclosure of Work Product.** All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of District. District shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to District all such documents, which have not already

been provided to District in such form or format, as District deems appropriate. Such documents shall be and will remain the property of District without restriction or limitation. Consultant may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of District.

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

**11. Prevailing Wages.**

**11.1 General.** Consultant shall pay to persons performing all work constituting a "public work" under the Labor Code work hereunder an amount equal to or more than the general prevailing rate of per diem wages for (1) work of a similar character in the locality in which the work is performed and (2) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and District to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Agreement. Consultant shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each site work is being performed. Copies of the prevailing wage rate of per diem wages are on file at the District and will be made available to any person upon request.

**11.2 Subcontracts.** Consultant shall insert in every subcontract or other arrangement which Consultant may make for performance of such work or labor on work provided for in the Agreement, provision that Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the Labor Code. Pursuant to Labor Code Section 1775(b)(1), Consultant shall provide to each Subcontractor a copy of Sections 1771, 1775, 1776, 1777.5, 1813 and 1815 of the Labor Code.

**11.3 Compliance Monitoring and Registration.** This work specified above is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Consultant shall furnish and shall require all subcontractors to furnish the records specified in Labor Code section 1776 (e.g. electronic certified payroll records) directly to the Labor Commissioner in a format prescribed by the Labor Commissioner at least monthly (Labor Code 1771.4 (a)(3)). Consultant and all subcontractors performing work that requires payment of prevailing wages shall be registered and qualified to perform public work pursuant to Labor Code section 1725.5 as a condition to engage in the performance of any services under this Agreement.

**11.4 Compliance With Law.** In addition to the above, Consultant stipulates that it shall comply with all applicable wage and hour laws, including without limitation Labor Code Sections 1725.5, 1775, 1776, 1777.5 1813 and 1815 and California Code of Regulations, Title 8, Section 16000, et seq.

**12. 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 District's right to terminate this Agreement pursuant to Article 5.

13. 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.

14. Miscellaneous Provisions.

14.1 No Waiver of Breach. The waiver by District 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.

14.2 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 District 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 District acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

14.3 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.

14.4 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.

14.5 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.

14.6 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.

14.7 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. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

14.8. 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.

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

14.10. **Counterpart; Electronic Signatures.** The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially-available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal ESIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing party agrees to have conducted this transaction and to execution of this Agreement by electronic means.

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

CONSULTANT: CINQUINI & PASSARINO, INC.

SONOMA COUNTY AGRICULTURAL  
PRESERVATION AND OPEN SPACE DISTRICT

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

Jim Dickey,  
Principal in Charge

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

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

Misti Arias,  
General Manager

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

APPROVED AS TO FORM FOR DISTRICT:

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

Aldo Mercado,  
Deputy County Counsel

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

APPROVED AS TO SUBSTANCE FOR DISTRICT:

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

Jennifer Kuszmar,  
Acquisition Manager

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

CERTIFICATES OF INSURANCE ON  
FILE WITH THE DISTRICT:

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

Sara Ortiz,  
Administrative Aide

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

**Exhibit A**  
**Scope of Work**

<b>Task 1</b>	<b>Provide Typical Licensed Land Surveyor Services</b>
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- Review existing, prepare new, and/or plot legal descriptions for property boundaries and easement designation areas (e.g., Building Envelopes)
- Locate boundaries and other locations or features such as access or utility easements on the ground and mark with appropriate temporary marker
- Establish new monuments and complete Records of Survey
- Gather spatial data such as on-the-ground or landscape features such as gravel pits, fencelines, and driveways
- Create GIS data compatible with Ag + Open Space's GIS software
  - Version of ArcGIS Pro 3.5.2 or prior
  - Version of ArcMap 10.8.2 or prior
  - Preference for file geodatabase or shapefile data formats
  - Coordinate System: NAD 1983 StatePlane California II FIPS 0402 (US Feet)
- Create maps, showing area boundaries, centerlines, man-made landmarks, etcetera

Ag + Open Space staff will coordinate initial site visits where necessary and may provide Consultant with relevant materials such as:

- Project Description
- Location Map and Site Map
- Conservation or Open Space Easement Agreement
- Property Appraisals and Title Reports, if available
- Matching Grant Agreement, Transfer Agreement, Recreation Covenant, etc.
- Any relevant legal agreements pertaining to the Property (i.e., funding grants, life estates, cultural access agreements, etc.)
- GIS layers of conservation or open space easement boundaries, any easement-designation areas, parcel ownership, aerial imagery, and other layers as needed (will include terms and conditions of use of data)
- Information regarding any known cautions or restrictions that must be observed while on Property

<b>Task 2</b>	<b>Serve as Responsible Charge – Professional Land Surveying</b>
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Pursuant to California Code of Regulations Section 404.2, the Consultant will oversee Ag + Open Space staff in gathering and maintaining data and preparing map projects, examples below:

- Property specific maps for internal and external use - site maps showing property boundary, general plan map, resource-based information, location maps, maps to support grant applications
- Project Structure Maps – show property boundaries and easement designation areas and are attached to recorded conservation easements or easement amendments. Gathered spatial data may include boundaries of building envelopes, natural areas, etc. to be used in the development of legal descriptions
- Baseline Maps – include location maps, USGS topographic maps, soil maps, vegetation maps, baseline site/photo point maps, General Plan maps, and Assessor parcel maps. Required data will include photo

- point location data collected using a global positioning system unit and may include spatial boundaries of easement designation areas.
- Monitoring Maps – show property boundaries and easement designation areas with aerial imagery, photo points, and monitoring routes. Required data will include spatial data of photo points and the monitoring route, property boundaries, and easement-designation areas.

Cinquini & Passarino, Inc. will oversee methods of data collection, processing, and maintenance, and development of draft map products prior to finalization.

### **Project Team**

Our team fully understands the complexities of professional land surveying, mapping, GIS and engineering needs for the successful completion and documentation of projects. We propose James M. Dickey, P.L.S., to act as the Project Manager and Land Surveyor of Record for Ag + Open Space, as well as the main contact for services.

#### James M. Dickey, P.L.S. (Project Manager & Surveyor of Record)

Jim, a Principal at Cinquini & Passarino, has over twenty-seven years of experience in the profession of land surveying, specializing in identification and preparation of records of survey, boundary surveys, and right-of-way surveys. Jim is currently serving Ag + Open Space as Project Manager & Surveyor of Record through C&P's existing on-call contract. Jim's knowledge of the latest land surveying technologies enables him to prepare detailed surveys such as control networks for large public works projects.

#### Anthony G. Cinquini, P.E., P.L.S. (Quality Assurance)

Tony, a Principal at Cinquini & Passarino, has over twenty-seven years of experience with consulting civil engineering and land surveying projects. Tony has managed, surveyed and designed projects from preliminary studies through the construction phases. He specializes in topographic, boundary, remote sensing and construction surveys for engineering, capital improvement and public works projects.

#### Jason Sweeney (GIS Specialist)

Jason with twenty-four years of professional experience managing conservation projects, programs, permitting, environmental review, and GIS mapping and analysis. Experienced with spatial data creation and management; GPS field collection; data visualization and cartography; database development and maintenance; GIS querying and manipulation utilizing SQL and Python; proficient with the ArcGIS software suite as well as QGIS and Global Mapper. Jason has been working solely in a GIS capacity for over twelve years and has been with Cinquini & Passarino for over seven. Jason will manage the GIS data created to ensure that they meet the needs of Ag + Open Space.

#### Mark Andrilla, P.E., P.L.S.

Mark has thirty-six years of civil engineering and land surveying experience, twenty-six of which was from the municipal perspective. Mark joined C&P after sixteen years in the public sector as the Capital Improvement Program Engineer for the City of Napa. Mark has personally performed boundary surveys and topographic surveys for all sizes and types of municipal projects. Mark has experience with the preparation of also prepared Records of Survey, ALTA surveys, legal descriptions, and performed QA/QC on land surveying deliverables prepared by outside consultants.

**Exhibit A**  
**Scope of Work**

**Mathew Dudley, P.L.S.**

Matthew is a California licensed Professional Land Surveyor with over fourteen years of land surveying experience in the private sector working for civil engineering and land surveying firms. His experience includes field and office experience preparing boundary and topographic surveys. Mathew possesses extensive experience in the retracement of complex boundaries within Sonoma County.

We have included for your review in Appendix A detailed resumes for key staff who may perform work on Ag + Open Space projects.

**Exhibit A**  
**Scope of Work**



▲ BOUNDARY      ▲ TOPOGRAPHIC      ▲ CONSTRUCTION  
▲ RAILROAD      ▲ INFRASTRUCTURE      ▲ HYDROGRAPHIC

**CINQUINI & PASSARINO, INC.**

**LAND SURVEYING**

**HOURLY FEE SCHEDULE**  
MARCH 1, 2025 TO FEBRUARY 28, 2026

**OFFICE AND PROFESSIONAL**

Professional Land Surveyor (4 HOUR MINIMUM) TRIALS, TESTIMONY & DEPOSITIONS	\$510.00 per hour
Professional Land Surveyor CONSULTATION, LEGAL RESEARCH & COURT EXHIBITS	\$310.00 per hour
Principal Professional Land Surveyor	\$310.00 per hour
Professional Land Surveyor	\$190.00 to \$235.00 per hour
Staff Surveyor	\$150.00 to \$210.00 per hour
Survey Technician	\$130.00 to \$185.00 per hour
Chief Hydrographer Surveyor	\$270.00 per hour
Assistant Hydrographer	\$190.00 per hour
GIS Specialist	\$165.00 per hour
Remote Pilot INCLUDES MISSION PLANNING, MILEAGE & MATERIAL	\$310.00 per hour
Administrative Assistance WORD PROCESSING, CLERICAL AND DELIVERIES	\$115.00 to \$180.00 per hour

**FIELD CREWS**

THE FOLLOWING INCLUDES VEHICLES, EQUIPMENT, MILEAGE & MATERIAL

1 Person GPS Party	\$255.00 per hour
2 Person Field Party FIELD CREW CONSISTS OF PARTY CHIEF & CHAINMAN	\$360.00 per hour
3 Person Field Party FIELD CREWS CONSIST OF PARTY CHIEF, 2 CHAINMEN OR CHAINMAN & FLAGPERSON.	\$490.00 per hour

**SUPPLEMENTAL ITEMS**

Outside Contract Work	Cost plus 15%
Overtime Work	1.2 x base rate
Over 8 Hours on Saturday, all day on Sundays or Holiday	1.4 x base crew rate
Night Work ( <i>shifts starting after 4 PM or before 5 AM</i> )	10% additional over base rates
Travel Time for 2-Person Crew ( <i>beyond 1 hour of travel outside an 8 hour workday</i> )	\$158.00 per hour
GEDO Scan Equipment	\$1,200.00 per day
UAS Equipment	\$750.00 per day
Multibeam Survey Vessel Equipment	\$2,000 per day
Singlebeam Survey Vessel Equipment	\$1,500 per day

***Rates may be raised on an annual basis subject to the prior written approval of the District General Manager. The General Manager in her sole discretion may consider changes to the Consumer Price Index (San Francisco Area) when evaluating the rate increase request.***



**AG +  
OPEN  
SPACE**  
SONOMA COUNTY

## Exhibit B Task Order

Consultant shall perform the services as outlined in below, within the times or by the dates provided for herein. Such work shall be subject to the terms and conditions of that certain Agreement for Services (Open Scope) dated \_\_\_\_\_.

**PROJECT NAME:**

**PROPERTY NUMBER IF APPLICABLE:**

TASK ORDER #: \_\_\_\_\_  
AGREEMENT #: \_\_\_\_\_  
TOTAL: \_\_\_\_\_  
TOTAL NOT TO EXCEED \_\_\_\_\_

**TASK:** \_\_\_\_\_

### AG + OPEN SPACE CONTRACT & PROJECT LEAD:

**Project Lead:** \_\_\_\_\_ Contract Lead (if different than Project Lead): \_\_\_\_\_  
Note for Project Lead: please consult with Contract Lead prior to  
**CONTRACTOR:** \_\_\_\_\_ sending this Task Order to Admin Aides to confirm project and budget.

Company name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Authorized Signer \_\_\_\_\_ Email: \_\_\_\_\_

Name authorized subcontractors: \_\_\_\_\_

### DELIVERABLES & SCOPE OF WORK: SCOPE OF WORK : MUST BE ATTACHED TO THIS FORM

Deliverables: \_\_\_\_\_ Final report due: \_\_\_\_\_

Time to perform work: \_\_\_\_\_ Draft report due: \_\_\_\_\_

Project-specific items to be provided by Ag + Open Space (if applicable): \_\_\_\_\_

### ACCOUNT CODES:

Account #:	Department:	Project User Code(s):
<b>CONTRACTOR:</b> BY: _____ CONTRACTOR SIGNATURE _____ PRINT NAME _____ DATE _____		
<b>AG + OPEN SPACE:</b> BY: _____ PROJECT LEAD SIGNATURE _____ PROGRAM MANAGER SIGNATURE _____ <b>VERIFICATION OF CONTRACT BALANCE</b> BY: _____ ACCOUNTING TECHNICIAN SIGNATURE _____ AFTER COLLECTING ABOVE SIGNATURES, SUBMIT TO ADMINISTRATIVE AIDE		

## **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 as defined by the Labor Code of the State of California.
- 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 as defined by the Labor Code of the State of California, Consultant agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should 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 \$100,000 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. Sonoma County Agricultural Preservation and Open Space District, its officers, agents and employees, 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 the additional insureds and Consultant and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. *Required Evidence of Insurance:*
  - i. Certificate of Insurance.

#### Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. *Required Evidence of Insurance:* Certificate of Insurance.

#### Professional Liability/Errors and Omissions Insurance

Minimum Limit: \$1,000,000 per claim or per occurrence.

Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000 it must be approved in advance by County.

If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.

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.

*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: Licensed Land Survey Contract.
- 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: Sonoma County Agricultural Preservation and Open Space District, its officers, agents and employees, 747 Mendocino Avenue, Suite 100, Santa Rosa, CA 95401.
- 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.