

**Standard Professional Services Agreement (“PSA”)
Revision G – October 2021**

AGREEMENT FOR CONSULTING SERVICES

This agreement ("Agreement"), dated as of May 12, 2026 (“Effective Date”) is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Kearns & West Inc. (hereinafter "Consultant").

R E C I T A L S

WHEREAS, Consultant represents that it is a duly qualified Collaboration and Communications Firm experienced in the preparation of process management and related services; and

WHEREAS, in the judgment of the Director of Public Infrastructure, it is necessary and desirable to employ the services of Consultant for the Community Resiliency Center needs assessment for Supervisorial Districts 2 and 4.

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

A G R E E M E N T

1. 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: Ben Gettleman, Principal; Sophia Thompson, Senior Associate.
- 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.

Lump Sum Provision: Under a lump sum provision, the Consultant is paid one lump sum for completion of work (or a series of lump sums for completion of sub-tasks). Under this payment method, regardless of how much time or expense it takes, the Consultant is paid a set figure (or series of figures). This method is advantageous to the County if the work ends up taking more time or has unforeseen expenses, but can also be advantageous to the Consultant if s/he can complete the work for less time and expense than originally anticipated.

Time and Materials (or Time only) Provision: Under a time and materials or time only provision, a rate of pay (e.g. price per hour) is specified for different services. For time and materials, specific costs are also authorized for materials and other expenses, which may be charged (e.g. travel expenses, copying, training materials, etc.), and an overall price is specified to complete the work. Additional money cannot be spent

without amending the agreement. Care should be taken to provide specificity on materials and expenses to avoid unusually high or unwarranted charges. This method is advantageous to the County if the Consultant can complete the work in less time than the time corresponding with the overall price. If the work is not completed within the time corresponding with the overall price and completion is desired, the agreement will need to be amended to authorize additional money to be paid to the Consultant.

For other iterations of the two basic payment methods referenced above, please consult with County Counsel. Payment may either be specified in the text of the Agreement or in an Exhibit. as follows]:

Consultant shall be paid a lump sum amount of \$324,120.00, regardless of the number of hours or length of time necessary for Consultant to complete the services. Consultant shall not be entitled to any additional payment for any expenses incurred in completion of the services.

A breakdown of costs used to derive the lump sum amount, including but not limited to hourly rates, estimated travel expenses and other applicable rates, is specified in Exhibit B, attached hereto and incorporated herein by this reference.

Upon completion of the work, Consultant shall submit its bill[s] for payment in a form approved by County's Auditor and the Head of the County Department receiving the services. The bill[s] shall identify the services completed and the amount charged.

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 May 12, 2026, to April 30, 2027, 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, 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 Public Infrastructure Department Head, 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' 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' 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.

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, 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 shall be the property of County. County 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 County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County 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 County.

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: Sonoma County Public Infrastructure
400 Aviation Blvd., Suite 100
Santa Rosa, CA 95403
707-565-2550

TO: CONSULTANT: Kearns & West, Inc.
Attn: Ben Gettleman
29 Geary Street, Suite 650 #1515
San Francisco, CA 94108
415-697-0564

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.

13.10. 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 E-SIGN 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: _____

By: _____
Name: _____
Title: _____
Date: _____

COUNTY: COUNTY OF SONOMA

CERTIFICATES OF
INSURANCE REVIEWED, ON
FILE, AND APPROVED AS TO
SUBSTANCE FOR COUNTY:

By: _____
Department Director or Designee
Date: _____

APPROVED AS TO FORM FOR
COUNTY:

By: _____
County Counsel
Date: _____

EXECUTED BY:

By: _____
Director, Public Infrastructure
Date: _____

Exhibit "A" Scope of Work:

Community Resilience Center (CRC) Needs Assessment and Feasibility Study

Overview:

Sonoma County is soliciting proposals from qualified consultants to lead a Community Needs Assessment and Feasibility Study for the development of Community Resilience Centers (CRCs) in underserved and hazard-vulnerable areas of supervisorial districts two and four. The consultant will conduct public outreach and stakeholder engagement, a comprehensive needs assessment, and a feasibility study to inform conceptual site and building design options. The final deliverables will guide site selection, programmatic design, and early-stage cost estimation for future CRC construction projects.

Consultant Role and Structure:

The consultant will lead all aspects of public and stakeholder engagement, needs assessment, and feasibility analysis, with direct support and coordination from Sonoma County staff. The County will establish a Project Management Team and advisory committees to provide guidance, data, and review support.

Scope of Services:

1. Stakeholder Engagement and Outreach

- Design and implement a public engagement strategy in collaboration with County staff and the Office of Equity.

- Facilitate up to 15 stakeholder interviews and/or focus groups, representing community members, public agencies, service providers, and culturally significant organizations.
- Engage with County departments (Emergency Management, Health Services, Human Services, Sonoma Public Infrastructure, etc.) to understand CRC needs and service expectations.
- Ensure equitable and representative participation from individuals with access and functional needs and marginalized communities.

2. Needs Assessment

- Develop a comprehensive survey instrument to assess community preparedness, service gaps, disaster response experience, and CRC programming priorities.
- Work with County staff to distribute the survey through digital and printed formats.
- Incorporate demographic, socioeconomic, and hazard vulnerability data (e.g., U.S. Census, CalEnviroScreen, FEMA flood zones).
- Produce a publishable Needs Assessment Report with data findings, identified community priorities, recommended siting criteria, and programming recommendations.

3. Facility Program Development

- Meet with operational stakeholders (e.g., Sheriff, Fire, DEM, Health, Vet Connect) individually to identify functional needs, emergency roles, and ideal operational characteristics of CRCs.
- Facilitate discussions focused on emergency and non-emergency use scenarios, facility flexibility, and preferred co-location or standalone approaches.
- Document programmatic and equipment needs, staffing assumptions, and desired functionality of CRCs.

4. Site Analysis and Feasibility Study

- Assess up to 3-5 County-identified parcels (or allied jurisdiction-owned properties) to determine feasibility for CRC siting.
- Evaluate sites based on criteria such as flood risk, access, infrastructure, zoning, environmental constraints, and community proximity.
- Develop conceptual site layouts and three building schemes (per location as applicable) that accommodate stakeholder-identified functions.
- Present schemes to stakeholders, gather feedback, and develop a refined preferred alternative for each.
- Produce site plans, floor plans, and 3D renderings of each preferred conceptual facility.

5. Cost Estimation and Final Deliverables

- Provide rough order of magnitude cost estimates for each preferred facility concept.
- Identify phasing options, operational considerations, and financing/funding opportunities.
- Develop final deliverables including:
 - Community Needs Assessment Report
 - Feasibility Study and Site Comparison Matrix
 - Conceptual Designs (site, floor, and perspective views)
 - Cost Estimates and Recommendations Report

Assumptions:

- Consultant will coordinate with County Real Estate and Capital Projects Divisions to ensure integration with long-term planning.

Timeline:

The project is anticipated to begin in third quarter of 2025, following receipt of Notice to Proceed from funder, and will conclude within by the second quarter of 2027.

This scope shall serve as the foundation for the County's forthcoming RFP to engage a qualified consultant team with experience in public facility planning, emergency preparedness infrastructure, community engagement, and architectural/engineering conceptual design.

Kearns & West Team Cost Estimate Sonoma County Community Resilience Centers														
	Kearns & West					Interactive Resources					CSW ST2		TOTAL	Assumptions
	Principa-In-Charge	Senior Associate	Senior Associate	Associate	Project Coordinator	Principal	Principal	Architectual Associate	Administrative/Tech	Connie He	Principal	Civil Engineer		
	Ben Gettleman	Sophia Thompson	Mariys Jeane	Alexandra Danino	Corinne Inabinet	Andrew Butt	Chris Lutjen	Ankita Thukral	Christina Ziker	Designer/Drafter	Michael Vidra	TJ Bansal		
	\$360.00	\$210.00	\$210.00	\$185.00	\$150.00	\$280.00	\$265.00	\$205.00	\$155.00	\$170.00	\$285.00	\$152.00		
Task 1: Project Initiation														
1.1 Participate in project initiation meeting with County staff	4	4	4			4					4		20	
1.2 Review existing CRC materials	2	4	4			8					2		20	
1.3 Prepare work plan	6	6	2			2					2		18	
Total Hours	12	14	10	0	0	14	0	0	0	0	8	0	58	
Total Cost	\$4,320	\$2,940	\$2,100	\$0	\$0	\$3,920	\$0	\$0	\$0	\$0	\$2,280	\$0	\$15,560	
Task 2: Public Outreach and Stakeholder Engagement														
2.1 Develop public engagement plan	12	18	18	6		2								
2.2 Conduct community outreach, including 3 community workshops plus additional activities (pop-up, etc.)	48	72	72	72	64			6					Assume hybrid	
2.3 Conduct 15 stakeholder interviews and/or focus groups	12	24	36	18									Assume mix of virtual and in-person	
2.4 Ensure meaningful engagement of priority populations	12	24	24	36										
2.5 Document findings and summarize input	8	12	12	12										
Total Hours	92	150	162	144	64	2	0	6	0	0	0	0	620	
Total Cost	\$33,120	\$31,500	\$34,020	\$26,640	\$9,600	\$560	\$0	\$1,230	\$0	\$0	\$0	\$0	\$136,670	
Task 3: Needs Assessment														
3.1 Assess current and anticipated community needs	8	12	12	8									40	
3.2 Identify service gaps, vulnerabilities, etc.	4	16	12	12		8		8					60	
3.3 Review demographic data		8	4	8				4					24	
3.4 Create needs assessment report	6	12	8		18	4	4	4					56	
Total Hours	18	48	36	28	18	12	4	16	0	0	0	0	180	
Total Cost	\$6,480	\$10,080	\$7,560	\$5,180	\$2,700	\$3,360	\$1,060	\$3,280	\$0	\$0	\$0	\$0	\$39,700	
Task 4: Feasibility Study														
4.1 Evaluate potential sites for CRC development		4				6	12	18			6	20	66	
4.2 Analyze site feasibility including zoning, hazard exposure, etc.						4		6		6	6	8	30	
4.3 Work with Real Estate division to refine potential property options								12				8	20	
4.4 Develop up to 3 conceptual design schemes						6		18		24	10	40	98	
4.5 Evaluate functional layouts, scalability, sustainability features, and hazard-resilient building strategies						6		12		8	4	8	38	
4.6 Provide rough order-of-magnitude cost estimates							12				2	8		
4.7 Present final conceptual design(s) and feasibility to County and incorporate feedback	4	4				8		8			4			
Total Hours	4	8	0	0	0	30	24	74	0	38	32	92	302	
Total Cost	\$1,440	\$1,680	\$0	\$0	\$0	\$8,400	\$6,360	\$15,170	\$0	\$6,460	\$9,120	\$13,984	\$62,614	
Task 5: Final Report and Recommendations														
6.1 Develop and submit final report	8	18	12		12	8	2	6		6	4	10	86	
6.2 Provide digital and print-ready formats		12			12								24	
6.3 Present findings and recommendations	8	8				8		8			4		36	
Total Hours	16	38	12	0	24	16	2	14	0	6	8	10	146	
Total Cost	\$5,760	\$7,980	\$2,520	\$0	\$3,600	\$4,480	\$530	\$2,870	\$0	\$1,020	\$2,280	\$1,520	\$32,560	
Task 6: Project Management														
7.1 Develop and submit monthly invoices and progress reports		12			12				4			8	36	
7.2 Internal team coordination	12	12	12	8		8					8		60	
Total Hours	12	24	12	8	12	8	0	0	4	0	8	8	96	
Total Cost	\$4,320	\$5,040	\$2,520	\$1,480	\$1,800	\$2,240	\$0	\$0	\$620	\$0	\$2,280	\$1,216	\$21,516	
Total Hours for all Tasks	154	282	232	180	118	82	30	110	4	44	56	110	1,402	
Total Labor for all Tasks	\$55,440	\$59,220	\$48,720	\$33,300	\$17,700	\$22,960	\$7,950	\$22,550	\$620	\$7,480	\$15,960	\$16,720	\$308,620	
Total Labor													\$308,620	
Other Direct Costs (ODCs)														
Travel													\$500	
Printing/supplies													\$2,000	
Materials translation and meeting interpretation													\$3,000	
Childcare, snacks, refreshments for workshops													\$2,000	
Venue rental													\$3,000	
Participation Stipends													\$5,000	
Total ODCs													\$15,500	
GRAND TOTAL													\$324,120	

Exhibit “C”
County of Sonoma Contract 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. **The County of Sonoma, 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: **Community Resiliency Centers Assessment and Feasibility Study**
- 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 Public Infrastructure

Attention: Mark Abel

400 Aviation Boulevard, Suite 100

Santa Rosa, California 95403

mark.abel@sonomacounty.gov

- 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.