

## AGREEMENT FOR CONSULTING SERVICES

This agreement ("Agreement"), dated as of June 3, 2025 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Kittelson & Associates, Inc., an Oregon corporation, authorized to operate in the State of California (hereinafter "Consultant").

### R E C I T A L S

WHEREAS, Consultant represents that it is a duly qualified transportation planning and engineering firm, experienced in the preparation of mobility studies, traffic analyses, transportation infrastructure plans, and related services; and

WHEREAS, in the judgment of the Board of Supervisors, it is necessary and desirable to employ the services of Consultant for the development of the Equitable Electric Vehicle Charging Plan for Sonoma County, to be funded through the California Department of Transportation (hereinafter "Caltrans") Sustainable Communities Grant.

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: Chris White, Laurence Lewis, Sravya Kamalapuram, Grace Carsky, Karen Swirsky.
  - c. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.
2. Payment. For all services and incidental costs required hereunder, Consultant shall be paid on a time and material/expense basis in accordance with the rates and charges set forth in Exhibit B, provided, however, that total payments to Consultant shall not exceed \$181,098.00, without the prior written approval of County. Consultant shall submit its bills in arrears on a quarterly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

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 for actual services and costs incurred and 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.

12. Term of Agreement. The term of this Agreement shall be from the Effective Date to September 30, 2026, 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 the County Executive Officer, 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. Changes which do not exceed the delegated signature authority of the Department may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors or Purchasing Agent must authorize all other extra or changed work which exceeds the delegated signature authority of the Department Head. 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 ("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.

9.13 Grant Funding Conditions. Work under this Agreement will be funded using Sustainable Communities Grant funding from Caltrans. With regard to all such work, Consultant shall comply and acknowledges compliance with the terms and conditions attached hereto as Exhibit D, incorporated herein by reference.

10. Content Online Accessibility. County policy requires that all documents that may be published to the Web meet accessibility standards to the greatest extent possible, and utilizing available existing technologies.

10.1 Standards. All consultants responsible for preparing content intended for use or publication on a County-managed or County-funded web site must comply with applicable Federal accessibility standards established by 36 C.F.R. Section 1194, pursuant to Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794(d)), the County's Web Standards & Guidelines located at <https://sonomacounty.ca.gov/Services/Web-Standards-and-Guidelines/>, and the County's Web Site Accessibility Policy located at <https://sonomacounty.ca.gov/CAO/Administrative-Policies/9-3-Website-Accessibility-Policy/>.

10.2 Alternate Format: When it is strictly impossible due to the unavailability of technologies required to produce an accessible document, Consultant shall identify the anticipated accessibility deficiency prior to commencement of any work to produce such deliverables. Consultant agrees to cooperate with County staff in the development of alternate document formats to maximize the facilitative features of the impacted document(s), e.g. embedding the document with alt-tags that describe complex data/tables.

10.3 Noncompliant Materials; Obligation to Cure. Remediation of any materials that do not comply with County's Web Site Accessibility Policy shall be the responsibility of Consultant. If County, in its sole and absolute discretion, determines that any deliverable intended for use or publication on any County-managed or County-funded Web site does not comply with County Accessibility Standards, County will promptly inform Consultant in writing. Upon such notice, Consultant shall, without charge to County, repair or replace the non-compliant materials within such period of time as specified by County in writing. If the required repair or replacement is not completed within the time specified, County shall have the right to do any or all of the following, without prejudice to County's right to pursue any and all other remedies at law or in equity:

- a. Cancel any delivery or task order;
- b. Terminate this Agreement pursuant to the provisions of Article 4; and/or
- c. In the case of custom EIT developed by Consultant for County, County may have any necessary changes or repairs performed by itself or by another contractor. In such event, contractor shall be liable for all expenses incurred by County in connection with such changes or repairs.

11. 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.

12. 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.

13. 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:

Yoan Vivas  
Policy Analyst  
575 Administration Dr. Rm. 104A  
Santa Rosa, CA 95403  
(707) 565-1743  
[yoan.vivas@sonoma-county.org](mailto:yoan.vivas@sonoma-county.org)

TO: CONSULTANT:

Stephanie Fortner  
Project Accountant  
2510 J Street, CA 95816  
Sacramento, CA 95816  
(916) 266-2190  
[Apinvoice@kittelson.com](mailto:Apinvoice@kittelson.com)

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



#### 14. Miscellaneous Provisions.

14.1 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.

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 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.

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. 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: KITTELSON &  
ASSOCIATES, INC

COUNTY: COUNTY OF SONOMA  
APPROVED AS TO  
SUBSTANCE:

By: \_\_\_\_\_  
Laurence Lewis  
Senior Principal Planner

By: \_\_\_\_\_  
Christina Rivera  
County Administrator

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

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

APPROVED AS TO FORM FOR  
COUNTY:

By: \_\_\_\_\_  
County Counsel

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

## Exhibit “A”

### Scope of Work and Estimated Project Schedule

#### **TASK 0: OVERALL PROJECT MANAGEMENT**

*Goal: Deliver a successful Plan through effective project management.*

Kittelson will conduct a kick-off meeting with County staff to ensure alignment of project goals, tasks, and timelines, and create a plan for project meetings, delivering progress reports, clarifying communication preferences, and setting up a folder for shared documents.

After the meeting, Kittelson will create a **Project Management Plan (PMP)** with milestones for activities and deliverables.

Kittelson will meet with the Working Group to understand each person’s vision of success, draw insights from past successes and challenges of similar master planning projects, and identify potential obstacles and opportunities. Kittelson will clearly define the roles of the Working Group and the Stakeholder Advisory Group to make best use of everyone’s time and input.

##### **Task 0 Deliverables:**

- Kick-off meeting agenda and notes
- Working Group meeting agenda and notes
- Project Management Plan
- Monthly status & financial reports
- Quality Management Plan

#### **TASK 1: COORDINATING THE STAKEHOLDER ADVISORY GROUP**

*Goal: Support Sonoma County Regional Climate Protection Authority (RCPA) in meaningful stakeholder engagement.*

Kittelson will recommend stakeholders for inclusion in the SAG, assist in developing the SAG charter, and provide support aligned with key project milestones. This includes preparing for meetings by drafting agendas and materials, attending SAG meetings to present on relevant topics, and responding to stakeholder questions about project deliverables. SAG meetings are anticipated to occur approximately 3–5 times throughout the project, timed with major milestones. RCPA will organize and lead meetings.

##### **Task 1 Deliverables:**

- Summary of stakeholder meetings included in draft and final reports
- List of recommended SAG participants
- SAG charter
- Meeting materials

#### **TASK 2: COORDINATING DISADVANTAGED COMMUNITY (DAC) ENGAGEMENT AND PUBLIC OUTREACH**

*Goal: Support Latino Service Providers to obtain community input.*

Kittelson will coordinate with Latino Service Providers to support their community outreach and engagement and identify additional outreach opportunities. Kittelson will create a map-based survey tool (available in English and Spanish) that LSP and stakeholders can share with their contacts and identify two public events or meetings in addition LSP events to obtain feedback. Kittelson will attend up to four events (two with LSP as requested and two additional events.) This may include conducting interviews and focus groups in conjunction with chambers of commerce, visitors bureaus, vintners associations, and business incubators.

**Task 2 Deliverables:**

- Summary of public engagement included in draft and final reports.
- Map-based survey with priority sites that can be used in outreach.

**TASK 3: EXISTING CONDITIONS REPORT**

*Goal: Create a GIS map and report that build consensus about the baseline, opportunities and challenges, and forecasts EV adoption.*

Kittelson will develop a comprehensive GIS map that integrates land use and zoning, fire hazard information, government owned and surplus property, and other data available from Sonoma County and cities with roadway and travel demand data from Caltrans, Replica, and data Kittelson has from other Sonoma County projects. Where available, Kittelson will add information on transit stops, bike lanes and trails, and sidewalks.

The map will include:

- Population and demographic data
- Boundaries for disadvantaged communities from CalEnviroScreen
- Locations of existing and planned public charging stations
- Protected lands and conservation areas
- California Broadband Map that shows existing and planned broadband and cellular service
- PG&E transformers and feeder lines
- Tourism trends available from visitor's bureaus

If available from each jurisdiction, Kittelson will add locations of non-residential buildings that received a building permit in 2014 or later to identify properties that may have existing EV infrastructure. Glumac will liaise with PG&E about existing capacity and plans to expand electrical transmission and underground lines. Kittelson will review guiding documents identified by the project manager and Advisory Committee and local reach codes for EV compliance. Kittelson will apply their EV Adoption Model to project annual EV adoption countywide through 2040 for residents, businesses, and visitors and estimate the percentage of EVs that will rely on public charging.

**Task 3 Deliverables:**

- An interactive GIS map that will be used in subsequent tasks
- All GIS data delivered at the end of the project
- Documentation of data sources and assumptions used
- A technical memo that highlights existing conditions
- A technical memo that describes analysis methodology

#### **TASK 4: SITING ANALYSIS**

*Goal: Identify sites that fill gaps in the charging network and enable zero emission travel throughout the region for all residents and travelers.*

Kittelson will identify sites based on land type, potential users, and business models (use case). In collaboration with the Advisory Committee and Working Group, Kittelson will identify criteria—zoning, land ownership, job density, and percentage of renter-occupied housing—that can be used in geospatial analysis to identify locations for each use case. Locations may include public-owned properties, parking lots (public and private owned), workplaces, and activity generators. Kittelson will use data from the Existing Conditions map and the site criteria to conduct geospatial analysis of each parcel, including traffic congestion, crashes, evacuation routes, transit stops, and bike/pedestrian plans to evaluate travel and circulation-related challenges, mitigation measures, and opportunities for multimodal travel.

In conjunction with the geospatial analysis, Kittelson and GreenEdge will interview station developers and installers, and property management companies about their interest in developing charging stations at key locations and any non-financial support they would need from local government.

Kittelson will prioritizing up to 25 sites for analysis in Task 4.

##### **Task 4 Deliverables:**

- Updated GIS map with identified and prioritized sites
- Analysis of permitting hurdles and local zoning conflicts
- Infrastructure Analysis Report that includes all assumptions, methodology, opportunities and challenges at sites

#### **TASK 5: INFRASTRUCTURE ANALYSIS**

*Goal: Identity sites that are physically feasible, financially viable, and can lead to continued economic development and community building.*

GreenEdge will conduct site evaluations of the priority sites using available drawings and schematics, virtual inspections, and site inspections. The team will evaluate each site on factors that include public access, parking availability, number of parking stalls, occupancy of parking stalls, ADA access, onsite or nearby amenities, lighting, and personal safety factors. GreenEdge will coordinate with the property owner or manager to assess the existing electrical supply and potential onsite power needs.

When applicable, Kittelson will note the potential of other amenities and site upgrades and civil upgrades to sidewalks, crosswalks, bike lanes, and transit stops.

Glumac will review the existing electric utility service onsite and requirements to support EV chargers and coordinate with PG&E about electrical service.

The team will assess various strategies to minimize capital costs for electrical infrastructure and utility service upgrades and provide more resilient charging systems.

For each site, the team will create a summary sheet that includes:

- Description and pictures of the site
- Intended users
- Numbers and types of charging stations, electrical upgrades, and civil upgrades required by code
- Daily and peak energy use
- Estimated power generation, utility cost savings, and GHG emissions reduction of onsite solar and BESS (if applicable)
- BESS capacity to provide backup power and reduce peak electrical demand costs (if applicable)
- Upgrades and additions not required by code
- Public feedback and comments (if applicable)
- Benefits and trade-offs of the site

Kittelsohn identify up to 10 sites that are most ready and relevant to project goals (Phase 1), those that need preparation or remediation (Phase 2), and those that should be eliminated. For Phase 2 stations, Kittelsohn will facilitate the group to create action plans to prepare the site for future development.

For each of the Phase 1 sites, Kittelsohn will create a visualization of a charging station installation that will show the placement of equipment, landscaping, civil upgrades, and amenities. These can be used for public outreach for comments and feedback on design.

#### **Task 5 Deliverables:**

- Infrastructure Analysis report that electrical and grid assessments and recommendations for minimizing costs
- Summary sheets for each site with Phase recommendation and reasoning
- Visualizations for Phase 1 sites
- Identification of “shovel-ready” opportunities that align with upcoming federal and state funding opportunities (if applicable)

#### **TASK 6: COSTS AND FUNDING ANALYSIS**

*Goal: Estimate the costs and revenue for public owned sites, and partnerships for privately owned sites.*

Kittelsohn will provide regular and timely updates about upcoming funding opportunities, proposed changes in existing funding, and opportunities to respond to RFI's that shape future funding.

At Phase 1 sites that will add Level 2 charging to municipal land, Kittelsohn will evaluate financing strategies that work for each municipality, typically pay-as-you-go from a capital improvement budget, debt financing (e.g., sales tax measure), and public-private partnerships (e.g., leasing parking spaces to a third-party operator.) Kittelsohn will estimate the capital costs and potential revenue. Kittelsohn will identify tools that local governments can use to encourage development by private developers.

For each site that is a potential charging hub, , Kittelsohn will create an implementation plan that includes site-specific actions and investments, sources of funds for those investments, and potential third-party partnerships with charging station developers, businesses, and property managers.

**Task 6 Deliverables:**

- Economic & Funding analysis that includes: Project implementation costs for charging stations installed at publicly owned sites, including electrical upgrades and civil improvements.
- Recommendations for financing municipal and local agency projects, including potential grants and rebates.
- Project development recommendations to attract and enable third-party development of Phase 1 charging hub sites.

**TASK 7: DRAFT AND FINAL PLAN**

*Goal: Create an implementation plan that is useful for local jurisdictions, stakeholders, and community partners to add and encourage EV charging infrastructure.*

Kittelson will work with the project manager to determine the content and format of the final report. Kittelson will:

- Submit an outline with key points for each section.
- Submit a draft as a Word document for client review and edits.
- Submit a review draft as a Word document to stakeholders for review and edits.
- Submit graphic design and layout to client for approval.
- Consolidate stakeholder edits and produce a draft report the selected format and create a PowerPoint presentation.

If Sonoma County shares the PowerPoint at a public town hall, Kittelson will support the outreach and compile and submit a comment log to the County and collaboratively decide how to address any necessary adjustments. Kittelson will make final changes to the report and submit it to the County.

**Task 7 Deliverables:**

- Draft Plan
- Change log of comments and concerns
- Final Plan with implementation strategies
- All GIS files, raw and analyzed data, graphics and images created for the project, and all documents uploaded to via FTP or submitted on a flash drive.

**TASK 8: PLAN APPROVAL AND IMPLEMENTATION**

*Goal: Gain approval or adoption of the implementation plan.*

Kittelson will prepare and deliver two fully scripted presentations to the appropriate governing body and support the Project Manager in delivering the presentations as requested.

**Task 8 Deliverable:**

- Scripted PowerPoint presentations

## **ESTIMATED PROJECT TIMELINE**

Task	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
0. Project Management	0A											
1. Coordinating SAG												
2. Coordinating DAC and Public Engagement		2A										
3. Existing Conditions		3A										
4. Siting Analysis	4A		4B	4C		4D						
5. Infrastructure Analysis								5A	5B			
6. Costs and Funding Analysis										6A		
7. Draft and Final Plan									7A	7B	7C	
8. Plan Approval and Adoption												8A

### **Deliverables**

0A: Kick-off meeting and Project Management Plan

2A: Plan for additional public engagement and outreach

3A: Existing Conditions GIS map and report

4A: Criteria developed with SAG and Working Group

4B: GIS map with prioritized site, SAG meeting for feedback

4C: Online map-based survey for public outreach

4D: Finalized map of prioritized sites, Infrastructure Analysis Report

5A: Infrastructure Analysis Report, summary sheets and SAG meeting for feedback

5B: Visualizations for Phase 1 sites

6A: Economic & Funding Analysis

7A: Report outline

7B: Draft report and graphic design

7C: Final report and PowerPoint



## Exhibit “B”

### Cost of Service

#### 1. Compensation

Kittleson & Associates shall be compensated for services performed under this Agreement in an amount not to exceed \$181,098.00.

#### 2. Invoicing and Payment Terms

Kittleson & Associates shall submit invoices to the County on a quarterly basis for reimbursement of eligible project expenses. Invoices must meet the following requirements:

a. Invoices shall include **an itemized report summarizing** the progress towards the tasks and deliverables outlined in Exhibit A – Scope of Work. This includes: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any

b. Invoices and progress reports are due two weeks following the end of each quarter, in accordance with the following schedule:

Performance Period	Reports and Invoice Due
Quarter 1: June 3, 2025 – August 31, 2025	September 15, 2025
Quarter 2: September 1, 2025 – November 30, 2025	December 15, 2025
Quarter 3: December 1, 2025 – February 28, 2026	March 14, 2026
Quarter 4: March 1, 2026 – May 30, 2026	June 13, 2026

c. The County will review each invoice for completeness and compliance. **Payments will be made only after invoices and reporting documents have been deemed satisfactory** by County staff. The County may request additional documentation or clarification as needed to verify expenses.

## Estimated Project Budget:

### Task/Subtask

	<i>Estimated cost per task</i>	<i>Estimated hours</i>
<b>PM</b>	<b>\$ 18,253</b>	<b>75</b>
Kick-off meeting		
Monthly meetings and reports		
Monthly project team meetings		
Coordinate with Working Group		
<b>Task 1 Coordinate SAG</b>	<b>\$ 4,700</b>	<b>16</b>
Arrange meetings, take notes		
<b>Task 2 Community Outreach</b>	<b>\$ 9,640</b>	<b>48</b>
Attend events		
Support LSP		
<b>Task 3 Existing Conditions</b>	<b>\$ 9,599</b>	<b>46</b>
Collect data		
Create GIS map		
Forecast EV adoption		
Report		
<b>Task 4 Siting Analysis</b>	<b>\$ 34,358</b>	<b>165</b>
Evaluation criteria		
Interviews		
GIS analysis/survey		
Utility capacity analysis		
Prioritize sites		
Report		
<b>Task 5 Infrastructure Analysis</b>	<b>\$ 57,948</b>	<b>279</b>
Virtual and physical analysis		
Demand and mitigation		
Utility coordination		
Summary sheets		
Prioritization		
Visualizations		
<b>Task 6 Cost and Funding Analysis</b>	<b>\$ 16,672</b>	<b>82</b>
Detailed installation cost analysis		
Third-party funding analysis		
Funding and financing report		
<b>Task 7: Draft and Final Plan</b>	<b>\$ 27,463</b>	<b>124</b>
Outline		
Draft plan		
Graphic design		
Final plan		
<b>Task 8: Plan Approval and Implementation</b>	<b>\$ 2,465</b>	<b>9</b>
	<b>\$ 181,098</b>	<b>844</b>

### Estimated total hours by rate category

Kittelson				Green Edge				Glumac				
Sr. Principal Planner	Sr. Planner	Engineer	Assoc. Planner	Executive Team	Program Coordinator	Planning Manager	Engineer II	Project Manager	Sr. Electrical Engineer	Energy Analyst	Energy Consultant	Program Manager
88	134	72	161	49	43	39	65	25	48	81	35	4
<b>Estimated Expenses</b>				\$1,700 in travel costs (mileage, meals) for meetings, outreach, and site visits								

## Billing Rates



### KITTELSON & ASSOCIATES, INC. BILLING RATE SCHEDULE

Effective January 1, 2025

The current billing rates for Kittelison & Associates, Inc., staff are as follows

Staff	Billing Rate
Senior Principal Engineer/Planner	\$345
Principal Engineer/Planner	\$305
Associate Engineer/Planner	\$260
Senior Engineer/Planner	\$225
Engineer/Planner	\$195
Transportation Analyst	\$175
Principal Data Scientist/Developer	\$280
Senior Data Scientist/Developer	\$250
Data Scientist/Developer	\$230
Data Analyst/Software Developer	\$175
Software Technician	\$130
Associate Technician	\$200
Senior Technician	\$185
Technician II	\$160
Technician I	\$135
Office Support	\$115
Service & Other Direct Costs	Billing Rate
Mileage	Current IRS mileage rate
Travel & Other Direct Costs	Actual Costs
Subconsultants	Actual Costs

# Standard Hourly Billing Rates

CLASSIFICATION	RATE/HR	CLASSIFICATION	RATE/HR
<b>ENGINEERING DESIGN</b>		<b>CONSULTING</b>	
		<b>Energy &amp; Sustainability</b>	
President	\$ 475	Level 5	\$ 210
		Level 4	\$ 190
VP/Program Manager	\$ 275 - \$400	Level 3	\$ 175
		Level 2	\$ 160
Project Manager		Level 1	\$ 135
Level 5	\$ 290		
Level 4	\$ 260	<b>Senior Energy &amp; Sustainability</b>	
Level 3	\$ 245	Level 5	\$ 300
Level 2	\$ 235	Level 4	\$ 275
Level 1	\$ 225	Level 3	\$ 250
		Level 2	\$ 230
		Level 1	\$ 210
Project Engineer		<b>Lighting Design</b>	
Level 5	\$ 290	Level 5	\$ 250
Level 4	\$ 260	Level 4	\$ 230
Level 3	\$ 245	Level 3	\$ 195
Level 2	\$ 235	Level 2	\$ 175
Level 1	\$ 225	Level 1	\$ 160
Designer		<b>Technology Integration Design</b>	
Level 5	\$ 250	Level 5	\$ 250
Level 4	\$ 230	Level 4	\$ 230
Level 3	\$ 195	Level 3	\$ 195
Level 2	\$ 175	Level 2	\$ 185
Level 1	\$ 160	Level 1	\$ 175
BIM		<b>Commissioning</b>	
Level 5	\$ 200	Level 5	\$ 240
Level 4	\$ 185	Level 4	\$ 200
Level 3	\$ 170	Level 3	\$ 185
Level 2	\$ 150	Level 2	\$ 160
Level 1	\$ 135	Level 1	\$ 135
CAD		<b>Commissioning Authority</b>	
Level 5	\$ 150	Level 5	\$ 340
Level 4	\$ 145	Level 4	\$ 300
Level 3	\$ 135	Level 3	\$ 260
Level 2	\$ 125	Level 2	\$ 235
Level 1	\$ 115	Level 1	\$ 200
Construction Management		<b>PROJECT ADMINISTRATION</b>	
Level 5	\$ 225	Project Coordinator	\$ 175
Level 4	\$ 210		
Level 3	\$ 200	Project Administrator	\$ 150
Level 2	\$ 185		
Level 1	\$ 175	Project Assistant	\$ 100

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## 2025 Rates

<i>Person Title</i>	Josh Veblen Executive Team	Katrina Nixon Program Coordinator	Farhan Sheikh Planning Manager	Paul Arabadzhi Engineer II
<i>Hourly Rate</i>	\$231	\$192	\$192	\$169

## **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. 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.** County of Sonoma shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance of this Agreement.
- e.** The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f.** The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form

contractual liability coverage including the “f” definition of insured contract in ISO form CG 00 01, or equivalent).

- g.** The policy shall cover inter-insured suits between 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: Equitable Electric Vehicle Charging Plan for Sonoma County.
- 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.
- a.** The name and address for Additional Insured endorsements and Certificates of Insurance is: County of Sonoma, 575 Administration Drive, Suite 104-A, Santa Rosa, CA 95403.
- b.** 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.
- c. 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.
  - d. 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.



## **Exhibit D**

### **Sustainable Communities Grant Conditions**

All services and work under this Agreement is subject to the terms and conditions of that certain “Sustainable Communities Grants – Restricted Grant Agreement,” Agreement Number 74A1596 (“Grant”), between County and the State of California (Caltrans). Whether or not expressly set forth herein, all Grant provisions required by Caltrans (including as may be amended or modified from time to time) are hereby incorporated by reference. This Agreement may be amended to further incorporate and expressly state new, revised, and or subsequent contractual provisions required under the Grant. In the event of any conflict between any provision of this Agreement, this Exhibit, or any Grant term, condition, or requirement, the stricter standard shall apply. Consultant shall refer any inconsistency or perceived inconsistency between this Agreement and any Grant requirement to County for guidance. Consultant shall not perform any act, fail to perform any act, or refuse to comply with any requests that would cause County to be in violation of any Grant term, condition, or requirement.

Without limiting the foregoing, Consultant shall comply with the Grant as follows:

1. All services shall be performed in accordance with all applicable Federal, State, and Local laws, regulations, ordinances, all applicable Caltrans policies and procedures, and all applicable Caltrans published manuals, including, but not limited to, the applicable Grant Application Guide.
2. Consultant shall establish and maintain an accounting system and records that properly accumulate and segregate incurred costs by line. The accounting system shall conform to Generally Accepted Accounting Principles (GMP) and any standards specified by the source of funds, to enable the determination of incurred costs at interim points of completion, and to provide support for reimbursement payment vouchers or invoices. The accounting system and all invoices shall provide for itemized costs, including identification of each employee, contractor, or subcontractor staff who provided services during the period of the invoice, the number of hours and hourly rates for each employee, contractor, or subcontractor staff member, authorized travel expenses with receipts, receipts for authorized materials or supplies, and contractor, sub-recipient and subcontractor invoices.
3. Cost Principles. Consultant agrees that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project costs and (b) all parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Consultant shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards to the extent applicable. Consultant otherwise agrees to comply with the Cost Principles requirements set forth in Grant Section 18.
4. Nondiscrimination Clause (2 CCR 11105 Clause b).
  - 4.1 Consultant and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Consultant shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

- 4.2 Consultant shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Sections 12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., Tit. 2, Sections 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code Sections 11135-11139.5), and the regulations or standards adopted by Caltrans to implement such article.
- 4.3 Consultant shall permit access by representatives of the Department of Fair Employment and Housing and Caltrans upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Caltrans shall require to ascertain compliance with this clause.
- 4.4 Consultant and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- 4.5 Consultant shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements with all of same that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under this Agreement.
5. Retention of Records/Audit.
  - 5.1 All accounting records and other supporting papers of Consultant connected with this Agreement shall be maintained for a minimum of five (5) years from the date of Agreement expiration or termination, and shall be held open to inspection, copying, and audit by representatives of Caltrans, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by Consultant upon receipt of any request made by Caltrans or its agents. In conducting an audit of the costs and match credits claimed under the Grant, Caltrans will rely to the maximum extent possible on any prior audit of County pursuant to the provisions of State and County law. In the absence of such an audit, any acceptable audit work performed by County's external and internal auditors may be relied upon and used by Caltrans when planning and conducting additional audits.
  - 5.2 For the purpose of determining compliance with applicable State and County law in connection with the performance of County's agreements with third parties pursuant to Government Code Section 8546.7, County, Consultant, and Caltrans shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire Project period and for three (3) years from the date of final payment to AGENCY under the Grant. Caltrans, the California State Auditor, or any duly authorized representative of Caltrans or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a Project for audits, examinations, excerpts, and transactions, and County shall furnish copies thereof if requested.
  - 5.3 County and Consultant will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by Caltrans, for the purpose of any investigation to ascertain compliance with the Grant.
  - 5.4 Any subcontracts of Consultant under this Agreement shall contain the above provisions of this Section.
- 6 Ownership of Work Product and Rights.
  - 4.1 Copyright Ownership of Work Product: Except in regard to Pre-existing Works, all Work Product derived by the Work performed by Contractor under this Agreement shall be owned

by Caltrans and County and shall be considered to be works made for hire for Caltrans and County. Caltrans and County shall own all United States and international copyrights in the Work Product. As such, all Work Product shall contain, in a conspicuous place, a copyright designation consisting of a "c" in a circle followed by the four-digit year in which the Work Product was produced, followed by the words "California Department of Transportation and County of Sonoma. All Rights Reserved."

- 4.2 Vesting of Copyright Ownership: Consultant agrees to perpetually assign, and upon creation of each Work Product automatically assigns, to Caltrans and County, its successors and assigns, ownership of all United States and international copyrights in each and every Work Product, insofar as any such Work Product, by operation of law, may not be considered work made for hire by the Consultant from Caltrans. From time to time, Caltrans and County shall require Consultant to confirm such assignments by execution and delivery of such assignments, confirmations, or assignment, or other written instruments as Caltrans and County may request. Caltrans and County, its successors, and assigns, shall have the right to obtain and hold in its or their own name(s) all copyright registrations and other evidence of rights that may be available for Work Product. Consultant hereby waives all moral rights relating to identification of authorship restriction or limitation on use, or subsequent modifications of the work under this Agreement.
- 4.3 Avoidance of Infringement. In performing services under this Agreement, Consultant agrees to avoid designing or developing any items that infringe one (1) or more patents or other intellectual property rights of any third party. If Consultant becomes aware of any such possible infringement in the course of performing any work under this Agreement, Consultant shall immediately notify County in writing.
- 4.4 Pre-existing Works and License. Consultant acknowledges that all work under this Agreement shall be the sole and exclusive property of Caltrans and County, except that any Pre-existing Works created by County, Consultant, or third parties outside of this Agreement but utilized in connection with this Agreement (the "Pre-existing Works") shall continue to be owned by County or such parties. Consultant hereby grants to Caltrans and County a non-exclusive, irrevocable, worldwide, perpetual, royalty-free license to utilize any of its Pre-existing Works in connection with the work and deliverables under this Agreement.

## 5 Ownership of Data.

- 5.1 Upon completion of all Work under this Agreement, all intellectual property rights, ownership, and title to all reports, documents, plans, specifications, and estimates, produced as part of this Agreement will automatically be vested in Caltrans and County and no further agreement will be necessary to transfer ownership to in Caltrans and County. Consultant shall furnish Caltrans and County all necessary copies of data needed to complete the review and approval process.
- 5.2 It is understood and agreed that all calculations, drawings, and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the Project for which the Grant has been entered into.
- 5.3 County and Consultant are not liable for claims, liabilities or losses arising out of, or connected with, the modification or misuse by Caltrans of the machine readable information and data provided by County and Consultant under the Grant; further, County and Consultant are not liable for claims, liabilities or losses arising out of, or connected with, any use by Caltrans of the Project documentation on other projects, for additions to this Project, or for the completion of this project by others, excepting only such use as may be authorized, in writing, by County and Consultant.
- 5.4 Any subcontracts of Consultant under this Agreement and in excess of \$25,000 shall contain the above provisions of this Section.

## 6 Credit. All final reports and powerpoint materials under this Agreement shall credit Caltrans' financial participation on the cover or title page.