

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ("Agreement"), dated as of January 14, 2020 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Rincon Consultants, Inc. (hereinafter "Consultant").

R E C I T A L S

WHEREAS, Consultant represents that it is a duly qualified multi-disciplinary environmental science, planning, and engineering consulting firm, experienced in the preparation of environmental impact reports, CEQA compliance, entitlement processes and related services; and

WHEREAS, in the judgment of the Director of Permit and Resource Management, it is necessary and desirable to employ the services of Consultant for an environmental impact report for rezoning sites for housing.

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.
- c. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

2. Payment. For all services and incidental costs required hereunder, Consultant shall be paid on a time and material/expense basis in accordance with the budget set forth in Exhibit B, provided, however, that total payments to Consultant shall not exceed \$310,000, without the prior written approval of County. Consultant shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

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

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this agreement, for payment and reporting to the

California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

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

3. Term of Agreement. The term of this Agreement shall be from January 14, 2020 to January 13, 2022 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 Permit and Resource 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' negligent performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Consultant's or its agents', employees', contractors', subcontractors', or invitees' negligent performance or obligations under this Agreement. Consultant's obligations under this Section apply whether or not there is concurrent or contributory negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts. The above defense and indemnity obligations shall be limited, with respect to any design professional services provided and to the extent required by Civil Code section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional.

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

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

performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

8. Work

8.1 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.

8.2 Work Product Accessibility. Certain deliverables and other materials to be provided by Consultant under this Agreement may be used by County for public meetings and in other scenarios, such as Internet publication, where accessibility requirements may apply. Without limitation and in general, all final deliverables due under any and all Scopes of Work will be required to comply with applicable County specified accessibility requirements, including as specified in the applicable Federal accessibility standards established by 36 C.F.R. Part 1194, pursuant to Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794(d)), and the County's Web Site Accessibility Policy located at <http://webstandards.sonoma-county.org>. Notwithstanding, County reserves the right to specify, including in each Task Order or other advance basis, the deliverables and any other materials that must comply with applicable accessibility requirements. Consultant shall remediate and otherwise ensure accessibility of required deliverables and materials at its sole cost. Upon request of County, Consultant shall certify on form acceptable to County how deliverables were assessed for accessibility.

8.3 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.

8.4 Noncompliant Materials. County reserves the right to make any necessary changes or repairs to any deliverables received from Consultant which are noncompliant with County Accessibility Standards, if after notice from County, Consultant does not repair or replace the non-compliant materials within such period of time as specified by County in writing. In such event, Consultant shall be liable for all expenses incurred by County in connection with such changes or repairs. Notwithstanding the foregoing, County may accept deliverables that are not strictly compliant with County Accessibility Standards if County, in its sole and absolute discretion, determines that acceptance of such products or services is in County's best interest.

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 may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

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

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

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

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

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

TO: COUNTY: Permit & Resource Management Dept.
2550 Ventura Ave
Santa Rosa, CA 95403

TO: CONSULTANT: Rincon Consultants, Inc.
4825 J Street, Suite 200
Sacramento, CA 95819
info@rinconconsultants.com

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

13. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

13.10 Confidential Information. All non-public data, documents, discussions, or other information developed or received by or for Consultant in performance of this Agreement are confidential and shall not be disclosed by Consultant to any person except as authorized by County, or as required by law.

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

CONSULTANT: Rincon Consultants, Inc.

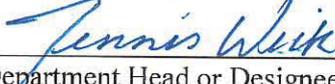
COUNTY: COUNTY OF SONOMA

By: 
Name: Matt Maddox / Stephen Sute

Title: Principal / Executive Vice President

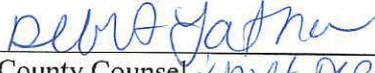
Date: 1/21/20

CERTIFICATES OF INSURANCE
REVIEWED AND ON FILE:

By: 
Department Head or Designee

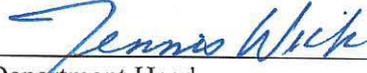
Date: 16 MAY 20

APPROVED AS TO FORM FOR COUNTY:

By: 
County Counsel, Interim Deputy

Date: 3/16/20

AGREEMENT EXECUTED:

By: 
Department Head

Scope of Work

Task 1 Project Kick Off

The project kick-off meeting will convene County staff and the Rincon team to introduce the project, establish methods of communication, and refine the project schedule.

Prior to initiation of work for individual subject areas of the EIR, Rincon will submit an annotated outline of the ADEIR and a memorandum describing the data sources, methods, and assumptions to be used in the analysis, including software, modeling techniques, significance thresholds, etc.

Deliverables

1. Kick-off meeting
2. Memorandum of Data sources, methods, and assumptions including thresholds
3. Preliminary list of agencies to receive invitations to comment and consult
4. Annotated ADEIR Outline

Task 2 Scoping

Rincon will prepare a preliminary Project Description after receiving County-provided data mapping the sites to be analyzed. After incorporating County review comments on the preliminary Project Description, Rincon will draft a Notice of Preparation (NOP) in consultation with staff. The NOP will consist of a one-page form letter with a brief description of the scope of the project, a map of the County's planning area based on County-provided data regarding the relevant sites, and instructions for submitting comments. Rincon will submit a final PDF copy of the NOP to County staff for posting on its website and for distribution to public agencies. The County will distribute the NOP using the County's NOP distribution list. Rincon will review and make suggestions regarding the list. Rincon will file the NOP with the State Clearinghouse/Office of Planning and Research. During the 30-day public review period for the NOP, Rincon will conduct a Public Scoping Meeting for the EIR to introduce the EIR process and obtain input on the EIR scope. In addition to the in-person scoping meeting, Rincon will create a recorded presentation (webinar) to provide to the public background information about the project, and explain the CEQA process and method of providing input. The webinar would be hosted through the County's website for the public to view on-demand, and a transcript or captions will be provided to ensure full accessibility.

Deliverables

1. Preliminary Project Description
2. Notice of Preparation
3. Public Scoping Meeting facilitation, including meeting materials and handouts
4. Summary report of scoping comments
5. Scoping webinar and transcript

Task 3 Public Workshops

Rincon will facilitate two public workshops with support from County staff at different locations within the County, engaging local residents, businesses, and organizations throughout the project area. Each workshop will use an interactive approach that emphasizes participation and facilitates meaningful engagement and input. Formats could include round-table discussions, interactive workstations, or an open house. Each approach will encourage participants to work together identifying potential impacts,

with the goal of fostering partnerships between local community groups, businesses, the cities, and County staff. Potential locations for a workshop are Santa Rosa/Larkfield-Wikiup and the Russian River area.

The two workshops will be held on two consecutive days to maximize promotion, communication, and travel costs.

Deliverables:

1. Two individual workshops and workshop materials, and summaries of and photographs from each workshop

Task 4 Administrative Draft EIR

Rincon will prepare an Administrative Draft EIR (ADEIR) in compliance with CEQA requirements, comments on the NOP, and information from other relevant documents completed by the County in recent years.

Each topical section in the environmental analysis will be introduced with a brief statement of its context in the ADEIR.

The setting for each topical section will describe existing conditions relevant to the topic and provide the groundwork for impact analysis. Rincon will clearly state the thresholds used to determine the significance of project impacts and will include thresholds in the CEQA Guidelines, Appendix G, County guidelines (Guidelines for Preparation of Noise Analysis, Guidelines for Traffic Impact Studies, and Visual Assessment Guidelines, as applicable), as well as existing regulatory standards, where applicable. Rincon will identify impacts and prepare mitigation measures to reduce significant impacts to a less-than-significant level, when feasible. For each potentially significant impact identified in the ADEIR, Rincon will identify feasible mitigation measures to avoid or reduce identified impacts.

To prepare an ADEIR that meets the needs of the County and complies with CEQA, the ADEIR will comprise the following sections:

1. **Executive Summary.** This section will provide a summary of the entire EIR, including a summary of impacts and mitigation measures in matrix format.
2. **Introduction and Environmental Setting.** The introduction will describe the purpose of the EIR, the scope of issues to be addressed, and present the organization of the report. This section will include a discussion of areas where the project was found to have no impacts.
3. **Project Description.** The project description will contain the County's objectives for the project; a summary of goals, policies, programs, and development regulations; and graphical depiction of the proposed housing sites.
4. **Analysis, Impacts, and Mitigation Measures.** Analysis of impacts will include four main components:
 - 4.1. **Setting:** description of current conditions with respect to the issue in question, including the existing regulatory environment.
 - 4.2. **Impact analysis:** discussion of potentially significant effects of the proposed project; impacts are typically compared to established "thresholds of significance."

- 4.3. **Programmatic mitigation measures:** methods by which significant effects can be reduced or eliminated.
- 4.4. **Level of significance after mitigation:** discussion of whether proposed mitigation measures would reduce impacts to less than significant.
5. **Alternatives Analysis.** As required by CEQA, the EIR will consider alternatives to the proposed project. These will likely include additional scenarios that are oriented around addressing identified significant impacts of the proposed project. Up to three alternatives, including the “no project” alternative will be studied. These will be developed in coordination with County staff. The alternatives analysis will be less detailed than the project analysis, but will identify the magnitude of each impact and associated mitigation requirements.
6. **Other CEQA Sections.** The EIR will provide, in addition to the sections discussed above, all other required CEQA sections, including areas of known controversy, growth inducement effects, and significant unavoidable impacts.

The EIR will address all issue topics listed in CEQA Guidelines Appendix G. These issues, which will be analyzed in a programmatic framework, will include:

1. **Aesthetics.** The aesthetic analysis will consider such issues as alteration of public views, changes in visual character, and increased light and glare. The analysis will focus on maintaining the existing visual character of individual communities within the County. The analysis will also consider consistency with relevant County thresholds and documents addressing design and development standards.
2. **Agriculture/Forestry Resources.** This section will describe agriculture resources and any Williamson Act and forestland within the County. The analysis will evaluate the conversion of any State-designated prime, unique, or otherwise important farmland within the County resulting from the project.
3. **Air Quality.** This section will be prepared in accordance with Bay Area Air Quality Management District (BAAQMD) and Northern Sonoma County Air Pollution Control District (NSCAPCD) Guidelines. Both temporary construction effects and long-term regional effects will be considered. It will compare growth potential under the rezoning to growth forecasts contained in BAAQMD and NSCAPCD air quality plans to determine consistency with local air quality planning.
4. **Biological Resources.** Rincon will conduct a biological resources assessment (BRA) to support the preparation of the EIR. The BRA will be conducted as a desktop, programmatic-level analysis. Rincon will review all vegetation communities, special-status species habitat, and all sensitive biological resources with potential to occur within any of the up to 60 sites. The purpose of the analysis will be to identify all potential impacts to biological resources that could occur from any development under the proposed project, and to develop a full suite of measures that would be required to avoid, minimize, and/or mitigate all potential impacts. Because this will be a programmatic-level analysis, no project-level analyses of potential impacts will be conducted; however, the proposed measures will outline a project-level process for the analysis and identification of project-specific impacts to biological resources, and a process for selecting appropriate measures that would be applicable for development of specific sites, without requiring additional CEQA-level analysis for individual projects.

The BRA report will include a discussion of the environmental setting (including existing vegetation communities, general and sensitive plant and wildlife species habitats, and protected trees) of all sites, assess significant or potentially significant impacts on biological resources, and present measures proposed to avoid, reduce, and/or offset impacts. Impacts to biological resources will be identified and performance-based measures will be prescribed as appropriate, which may include agency consultation(s), biological surveys, and mitigation replacement ratios for impacts to protected trees and/or sensitive biological/wetland resources.

This scope of work will include a review and evaluate background information regarding biological resources in the project vicinity, including primary literature, Rincon project files, resource agency guidelines, previous resource studies for the sites and vicinity, and other technical reports. This will include the official online species lists from the U.S. Fish and Wildlife Service (USFWS) and National Marine Fisheries Service identifying federally listed, proposed, or candidate species that may potentially occur or be affected by projects, as well as federally designated critical habitats, in the vicinity of the sites. The California Department of Fish and Wildlife California Natural Diversity Data Base (CNDDDB) and California Native Plant Society Online Inventory of Rare and Endangered Plants of California for reported occurrences of special status species within approximately five miles of each site. The USFWS National Wetlands Inventory and U.S. Geological Survey National Hydrography Dataset for previously identified aquatic resources within the vicinity of the sites. Local policies pertaining to natural resources, such as Environmentally Sensitive Habitat Area (ESHA) and native tree protection policies. We will also review any readily available maps, aerial photography, and other relevant materials to better characterize the existing biological resources on parcels subject to rezoning and in the immediate vicinity and to assess potential impacts to those resources.

Rincon will present the findings of the literature review in a report of findings (BRA) describing the methods and results of the desktop-level literature and database reviews, and analysis of all special status species with potential to occur. The report will include detailed figures depicting parcels identified for rezoning, CNDDDB occurrences and critical habitats known from the vicinity, desktop-based terrestrial vegetation communities/habitat type mapping, and potentially jurisdictional aquatic resources identified during the desktop analysis. The report will include avoidance, minimization, and/or mitigation measures including the process to conduct a project-level analysis of the potential impacts at any one development site, and the process for selecting the appropriate measures to ensure impacts are less than significant. These measures will be fully developed and suitable for inclusion within the CEQA document.

5. **Cultural Resources.** This analysis will address archaeological, paleontological, and historic resources. Rincon will also prepare the SB 18 and AB 52 consultations, described further under Tribal Cultural Resources. The cultural resources analysis will review historic resources, archaeological resources, and paleontological resources within the potential housing sites and the potential impacts to those resources as a result of the project. To compile a listing of recognized significant historic and prehistoric resources, information will be obtained from the State Office of Historic Preservation and local historical groups (if applicable). The statewide Historical Resources Inventory (HRI) is not available for public review according to the California Historical Information System Information Center Rules of Operation Manual (Section III.A). The HRI would be consulted after the determination of a project-level analysis of any future development project in order to determine the locations of previously recorded archaeological sites.
6. **Energy.** This section will discuss the current and projected regional energy supplies and demand, and qualitatively analyze energy use associated with future construction activity and residential use

of the sites. This section will also compare the consistency of the project with adopted state, regional, and local energy policies.

7. **Geology and Soils.** This section will discuss the potential for geologic hazards, including fault rupture, ground shaking, landslides, liquefaction/slope stability, erosion, and subsidence. It will rely on information from the County of Sonoma Hazard Mitigation Plan and General Plan Public Safety Element. The section will discuss the existing geologic conditions in the county, including potential from fault rupture and ground shaking from regional faults throughout the County. In addition, analysis will include evaluation of the potential of erosion and loss of topsoil from construction of new development under the project.
8. **Greenhouse Gas Emissions.** This analysis will consider the proposed project's potential contribution to cumulative impacts related to greenhouse gas (GHG) emissions and climate change. An overview of the current regulatory framework regarding GHG emissions and climate change, including SB 32, AB 32, SB 97, and SB 375, as well as adopted amendments to the CEQA Guidelines, will be described. Programmatic mitigation will be identified if the project is inconsistent with state and regional targets to reduce GHG emissions.
9. **Hazards and Hazardous Materials.** This section will discuss the potential for impacts relating to hazardous materials transport, storage, and use, as well as hazards such as contaminated sites. It will rely on information from the County of Sonoma Hazard Mitigation Plan and the Public Safety Element of the General Plan, in addition to data available from the State Water Resources Control Board, California Environmental Protection Agency, and California Department of Toxic Substances Control. This section will analyze the potential increase of hazardous materials and handling of hazardous materials in the County resulting from the project.
10. **Hydrology and Water Quality.** The hydrology and water quality analysis will evaluate potential impacts relating to hydrological conditions and flooding, as well as potential impacts to surface and groundwater quality. The section will rely on locally available information from the Sonoma County Water Agency (Sonoma Water), the North Coast Regional Water Quality Control Board, and other local agencies, as well as information prepared in the conservation white paper. Analysis will identify areas in the County at risk from flooding and potential impacts to existing drainage patterns and groundwater supply from development projected under the project.
11. **Land Use and Planning.** This section of the EIR will examine land use policy issues. Rincon will prepare an objective discussion of whether and how the proposed rezoning would be consistent with both existing County policy documents, regional planning policies, and the County's ongoing specific plan efforts.
12. **Mineral Resources.** This section of the EIR will identify if any areas designated for mineral resources occur in the County and if they would be affected by the project.
13. **Noise.** The noise analysis will examine both temporary construction noise, traffic noise impacts to new receptors, and long-term operational noise. Noise model calculations will be included as an appendix to the EIR, and the technical analysis will be summarized in the EIR section. Construction noise will be estimated based on information from the U.S. Environmental Protection Agency, the Federal Transit Administration, and the Federal Highway Administration. Traffic noise will be estimated based on traffic volume data used in the traffic analysis. In addition, the analysis will evaluate temporary construction and long-term vibration associated with the project estimated based on information from the Federal Highway Administration.

14. **Population and Housing.** It is not anticipated that the proposed project would displace people or housing. Therefore, this section will focus on a comparison of potential population and housing growth to regional growth forecasts for the area, including in the County's General Plan. Population and housing growth will also be compared to Association of Bay Area Governments (ABAG) forecasts identified in Plan Bay Area.
15. **Public Services and Recreation.** This section will address potential impacts relating to police protection and fire protection services, schools, and parks and recreational facilities. This section will use existing information to determine service levels and existing and projected gaps in service that may result from anticipated development of up to 60 housing sites across the County.
16. **Transportation and Circulation.** Fehr & Peers will prepare a transportation impact analysis to inform and prepare the Transportation and Circulation section of the EIR and to estimate future noise impacts from major County roadways, as discussed in 13, Noise, above. A brief technical memorandum outlining the analysis and results will be prepared and circulated to County staff for review and comments, and one round of consolidated comments will be addressed (assuming up to four hours of staff time). A final memorandum will be included as an appendix to the EIR.

The transportation analysis of the proposed rezoning sites will be based on a three-phase approach. Overall, the approach leverages recent CEQA streamlining opportunities provided to lead agencies that arise from recent updates to the CEQA Guidelines in response to Senate Bill 743. The approach also leverages Fehr & Peers' in depth knowledge of SB 743-compliant CEQA VMT analysis, new CEQA streamlining opportunities, experience with the soon-to-be-released Sonoma County Transportation Authority (SCTA) travel demand model, and industry-leading approaches to roadway and intersection capacity analysis.

Screening of Rezoning Sites for CEQA Exemptions or Streamlining. Fehr & Peers will assess up to 60 sites to determine if the sites would be eligible for CEQA streamlining per OPR's Technical Advisory on Evaluating Transportation Impacts in CEQA (December 2018) and CEQA Guidelines Section 15064.3. The review of potential CEQA streamlining opportunities will focus on the following four opportunities:

1. Development in a low VMT-generating area per the SCTA travel model (relative to suggested CEQA impact criteria presented in the Technical Advisory)
2. Development located within 0.5 mile of an existing major transit stop or existing stop along a high quality transit corridor
3. Development in infill locations that are (1) 100 percent affordable and (2) in an area where a jobs-housing imbalance exists such that the infill development would promote shorter commute trips
4. Small developments that generate or attract fewer than 110 trips per day

It is noted that the County retains the ability to place conditions of approval related to funding transportation operations improvements on parcels that are eligible for CEQA exemptions or streamlining.

Evaluation of Program Effect on Vehicle-Miles of Travel. Fehr & Peers will prepare base year (2015) and Cumulative year (2040) estimates of County-wide residential VMT per capita for the No Project and Plus Project scenarios. The estimates will be prepared using model runs from the newest version of the Sonoma County Transportation Authority (SCTA) travel demand model. It is highly encouraged that new model runs be prepared for the VMT analysis as the proposed rezoning under

the program is large enough to result in a County-wide effect on VMT, and thus, per the Technical Advisory, new model runs are highly encouraged.

The County-wide residential VMT per capita results will be compared to CEQA thresholds of significance developed using guidance from the OPR Technical Advisory. The Technical Advisory notes that, generally, the residential VMT per capita results should be compared against a threshold of 15 percent below a regional baseline; in this case, a regional baseline refers to residential VMT per capita across the nine county Metropolitan Transportation Commission (i.e., "Bay Area") region. If significant CEQA impacts are found, Fehr & Peers will propose a VMT mitigation measure consisting of transportation demand management (TDM) strategies that could be applied to future projects. The efficacy of these strategies will be based, in part, on Fehr & Peers' recent research conducted in conjunction with the California Air Resources Board.

Intersection and Roadway Capacity Analysis. Fehr & Peers will assess Existing and Cumulative (2040) AM and PM peak hour intersection and/or roadway segment Level of Service (LOS) at up to 20 total intersections or segments. It is anticipated that these locations would be chosen based on the final locations of the rezoning sites. Existing without Project LOS will be based on count data provided to Fehr & Peers by the County; it is assumed that Fehr & Peers would collect two-hour AM peak period and two-hour PM peak period intersection turning movement counts or 72-hour midweek roadway hose counts at up to 10 total locations as part of this scope of work. Fehr & Peers will assess LOS based on the methodologies from the Highway Capacity Manual, 6th Edition. Intersection operations will be assessed using the Synchro software analysis package, and roadway segment operations will be assessed using a spreadsheet-based application of the HCM methodologies.

Fehr & Peers will generate the Existing with Project, Cumulative without Project, and Cumulative with Project traffic volume forecasts using an off-the-shelf version of the new SCTA travel demand model; additional base year calibration/validation is not included in this scope of work as it assumed that the version of the model released by SCTA will be calibrated and validated for base year traffic volumes and VMT. These traffic forecasts will be input into the operations analysis models to assess LOS. If a comparison of No Project and Plus Project LOS suggests a significant impact to operations per the County's Guidelines for Traffic Impact Studies, improvement measures will be recommended.

17. **Tribal Cultural Resources.** Rincon will collect regional background information on tribal cultural resources that could be affected by the project. The collected information will include Native American Heritage Commission (NAHC) Sacred Lands File Search, reviews of regional ethnographic information, information from relevant past projects, and information provided through government-to-government tribal consultation in accordance with Assembly Bill 52 of 2014 (AB 52) and Senate Bill 18 of 2004 (SB 18). Rincon will then assist the County with government-to-government Native American consultation by preparing the AB 52- and SB 18-specific letters to be placed on County letterhead; preparing and submitting a NAHC Sacred Lands File SB 18 request; and preparing a tracking sheet and instructions to be provided to the County. The instructions will include details regarding schedule and timelines associated with AB 52 and SB 18 to ensure timely consultation.
18. **Utilities and Service Systems.** This section will discuss potential impacts to water supply and service systems, wastewater conveyance and treatment systems, and solid waste collection and disposal systems. The evaluations of service systems will involve contact with the service providers. Rincon

has retained Wood Rodgers, described further in Section 5, *Identification of Subcontractors*, to assist with this analysis.

Wood Rodgers will obtain and review the pertinent water and sewer planning documents for each Agency, including Master Plans, Urban Water Management Plans, and Water Supply Assessments, and will perform the following analyses:

Site Analysis: In collaboration with the County, Wood Rodgers will conduct a “First-Level” analysis to determine if water and/or sewer agency has existing capacity, or plans to have capacity by 2030, to accommodate the proposed development. This task assumes a total of up to 60 sites in eight Urban Service Areas (USAs) will require a “First-Level” analysis. The “First-Level” analysis will be completed by reviewing the available water and sewer maps/drawings/plans to identify the existing and proposed infrastructure adjacent to the proposed project sites, and documenting the existing infrastructure conditions within a matrix. The matrices will be submitted to each service agency for review and concurrence.

At the completion of the “First-Level” analysis, those sites that do not have adequate water and/or sewer capacity will be dropped from consideration. Those with adequate capacity will continue to the “Second-Level” for further analysis. It is assumed that the “Second-Level” analysis will include up to 20 sites in up to 5 USAs. The “Second-Level” analysis will include a more detailed investigation into system capacity, which is discussed below.

Demand Calculations: For those projects that made it to the “Second-Level” analysis phase, Wood Rodgers will develop the anticipated water demands, fire flow demand, and sewage generation for each development. Wood Rodgers will utilize local agency water demand factors and peaking factors to calculate the anticipated increase in water demand, and utilize local agency sewer generation factors and peaking factors to calculate the anticipated increase in water demand. A water demand table and sewer generation table will be developed for each of the “Second-Level” projects.

Capacity Analysis: Utilizing the calculated demands, Wood Rodgers will assess the availability of water and sewer capacity in each system to support the proposed development. It is assumed that the analysis will be a desktop analysis, and does not require the development of hydraulic models. If any agency has a calibrated hydraulic model of their water or sewer system, it is assumed that the agency will put the demands into the model to run a scenario and confirm the capacity.

This task will analyze the available pipeline, pump station, storage, and treatment capacity for each water and sewer agency to support the proposed development projects within their service boundary. The analysis will utilize the specific design criteria for each agency. The results will be summarized in the project matrix.

Water Supply Analysis: Wood Rodgers will review the current Urban Water Management Plans (UWMPs) and any available Water Supply Assessments for each agency to confirm the agency has adequate water supply to support the proposed development. The results of the analysis will be included in the project matrix.

Summary Report: Wood Rodgers will prepare a stand-alone report that discusses the water and sewer analysis for the proposed development projects. The report will include a discussion of the site analysis and process to either eliminate or confirm that the water and sewer infrastructure is adequate to support the proposed projects. The report shall describe the existing or planned

infrastructure at each proposed site that made it to the “Second-Level” assessment. For each site, the report will identify the serving agency, existing Infrastructure, proposed Infrastructure, water demand, fire flow requirement, sewer generation, water supply availability, and whether system capacity exists or will exist by 2030.

19. **Wildfire.** This section will discuss the project’s potential impacts related wildfire risk, including the impact to emergency plans, exposure of project occupants to wildfire risk, impacts of required infrastructure improvements, and exposure to other hazards associated with wildfire, using information from the California Department of Forestry and Fire Protection, the County of Sonoma Hazard Mitigation Plan, and the Public Safety Element of the General Plan.

Approaches to the impact analysis for the EIR will be discussed with County staff and involve issues raised by Responsible and Trustee agencies and will be consistent with the assumptions and methodologies used in recent EIRs in the County to the extent possible. In general, the impact analysis will focus on the issues present in the County and likely to be affected or impacted by the rezoning of up to 60 sites. Some issues, such as mineral resources, may not require a detailed analysis relative to other issues because they do not occur in the County or would be unaffected by the proposed project.

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

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

Deliverables

1. ADEIR (5 bound and 1 unbound hard copy, Word, and remediated PDF)
2. Draft Mitigation Monitoring and Reporting Plan

Task 5 Screen Check Draft EIR

Rincon will incorporate County staff input into the ADEIR. This scope of work assumes that County staff will conduct one round of review of the ADEIR and provide consolidated, non-contradictory comments and edits. Rincon will incorporate appropriate revisions and meet with the County if needed to discuss comments. Rincon will prepare a clean copy of the Screen Check Draft EIR. Rincon will provide the Screen Check version in digital format and one hard copy.

Deliverables

1. Screen Check Draft EIR

Task 6 Public Draft EIR

Rincon will prepare and distribute the required copies of the Draft EIR to the State Clearinghouse, including all required accompanying forms, such as the Notice of Completion (NOC). Rincon will also file the Notice of Availability (NOA) of the Draft EIR with the Sonoma County Clerk. It is assumed that County staff will distribute the NOA of the Draft EIR to responsible agencies, trustee agencies, and interested organizations, and persons. It is also assumed that the County will be responsible for required

newspaper ads and other public noticing of the document's availability, such as radius label mailing or onsite posting. As required by State law, the Draft EIR will be circulated for public review for a minimum of 45 days. Rincon will provide County staff with remediated digital copies of the Draft EIR to be made available on the Permit Sonoma website to facilitate public access. Comments received during the public review period will be compiled for later responses.

Deliverables

1. Draft EIR (up to 30 bound and 1 unbound hard copy, Word, and PDF)
2. List of comment letters and commenting entities (digital format)
3. Compilation of comments received (digital format)

Task 7 Final EIR

Rincon will complete the Final EIR after the review period has closed and all comments submitted during that period have been received. Comments will be numbered and responded to as required by the CEQA guidelines. The Final EIR will include corrections to the Draft EIR, responses to comments, and the MMRP.

It is assumed that no new analyses will be required. If the volume or complexity of public comments exceeds the time allotted in the budget, Rincon will prepare a proposal to add services.

Rincon will prepare a Screen Check Final EIR incorporating, where appropriate, edits/errata to the Draft EIR based on the response to comments, as well as edits to the Mitigation Monitoring and Reporting Program for County staff review and confirmation followed by a Final EIR after incorporating comments from County staff. Rincon will provide all findings and statements of overriding consideration. Rincon will provide print and digital copies of the Final EIR.

Deliverables

1. Administrative Draft Final EIR
2. Final EIR (up to 30 bound and 1 unbound hard copy, Word, and PDF)
3. Mitigation Monitoring and Reporting Program

Task 7 Final EIR Presentation

Rincon will attend one hearing at the Sonoma County Planning Commission and one before the Board of Supervisors to consider certification of the final EIR and approval of the project. Rincon will prepare a presentation summarizing the findings of the EIR to present to the Planning Commission and Board of Supervisors to complement the County's staff report. The Planning Commission will consider the comments made during the public hearings, and at the conclusion of the hearing will make recommendations to the Board of Supervisors regarding the project and Final EIR. The Board of Supervisors will consider the Planning Commission's recommendations and the comments made at the public hearing. At the conclusion of the hearings, the Board of Supervisors will determine whether to certify the Final EIR and adopt/approve the project.

Following approval of the EIR, Rincon will make any required modifications. Rincon will then provide the County with clean copies of the final approved documents as indicated below. Within one day of Final EIR certification and project approval, Rincon will submit the draft Notice of Determination (NOD) to County staff for delivery to the County Clerk and/or State Clearinghouse.

Deliverables

1. Hearing materials, slides, handouts, diagrams, etc.
2. Final EIR and Mitigation Monitoring and Reporting Program (post-certification copies)
3. Certified EIR and Mitigation Monitoring and Reporting Program
4. Draft Notice of Determination (NOD)

Task 9 Project Management

Throughout the EIR process, Rincon will proactively identify issues, immediately bring those issues to the attention of County staff, identify potential solutions, and coordinate with County staff as to the best course of action. Rincon will participate in regular project management conference calls every other week with the project team in order to ensure that all tasks get completed on time to adhere to the strict schedule. Rincon will use email communications and have telephone conversations with County staff, as needed, during the course of the project to ensure clear communication. Rincon will prepare monthly invoices with status reports documenting the progress made each month on completing the project, and review and update the schedule when necessary.

Sonoma County
 Rezoning Housing Sites EIR
 EIR Timeline

TASK	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20
Project Initiation	●							
Notice of Preparation	→							
Publish NOP		●	→					
Public Scoping Meeting		◆						
Draft EIR		→	→	→	→			
Publish Draft EIR					●	→		
Final EIR/Response to Comments						→	→	→
Publish Final EIR							●	
Meetings and Hearings								
Planning Commission Hearing								◆
Board of Supervisors Hearing								◆
Project Management	→	→	→	→	→	→	→	→



- Work in Progress
- City Review
- Public Review
- Meeting (estimated)
- ◆ Public Meeting/Hearing

Exhibit C

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.

1. 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.

2. General Liability Insurance

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

3. 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.

4. Professional Liability/Errors and Omissions Insurance

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

5. 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.

6. Documentation

- a. The Certificate of Insurance must include the following reference: 19-20-007 Rincon EIR.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is:

County of Sonoma, its officers, agents, and employees
Attn: PRMD 2550 Ventura Ave
Santa Rosa, CA 95403

- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

7. Policy Obligations

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

8. 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.