

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

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ("Agreement"), dated as of the last date of signature (“Effective Date”) is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and PlaceWorks, Inc. (hereinafter "Consultant").

R E C I T A L S

WHEREAS, Consultant represents that it is a duly qualified and licensed environmental firm, experienced in planning, design, science and engineering, economics, environmental analysis and community outreach and related services; and

WHEREAS, in the judgment of the Board of Supervisors, it is necessary and desirable to employ the services of Consultant to complete the first phase of a General Plan Update for Sonoma County, which includes outreach and engagement activities, an audit of the existing General Plan and components, and the creation of a timeline and budget for the second phase of the project.

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 \$723,711.00, 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 “Effective Date” and continue for a period of two (2) years 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 Sonoma 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.

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

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

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not exceed the delegated signature authority of the Department Head and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Consultant.

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

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

9.3 No Suspension or Debarment. Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily

excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Consultant becomes debarred, consultant has the obligation to inform the County

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

9.5 Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

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

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

9.8 Nondiscrimination. Without limiting any other provision hereunder, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in

regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

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

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

9.11 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Consultant may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

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

10. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not

only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

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

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

TO: COUNTY:	Permit Sonoma Attn: Haleigh Frye 2550 Ventura Ave Santa Rosa, CA 95403
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TO: CONSULTANT:	PlaceWorks, Inc. 2040 Bancroft Way, Suite 400 Berkeley, CA 94704
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When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. Miscellaneous Provisions.

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

or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

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

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

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

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

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

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

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

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

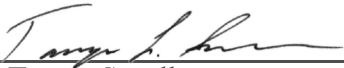
13.10. Counterpart; Electronic Signatures. The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered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

13.11. Multi-phase Projects. Consultant's duties and services under this Agreement shall not include preparing or assisting the County with any portion of the County's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the County. The County shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Consultant shall cooperate with the County to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this Agreement

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

CONSULTANT: PlaceWorks, Inc.

COUNTY: COUNTY OF SONOMA

By: 
Name: Tanya Sundberg
Title: Principal
Date: May 24, 2024

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

By: 
Department Director or Designee

Digitally signed by Scott Orr
DN: cn=Scott Orr, o. ou=Acting Director for Tennis Wick,
email=Scott.Orr@sonoma-county.org,
c=US
Date: 2024.05.30 13:40:39 -07'00'

Date: 5/30/2024

APPROVED AS TO FORM FOR COUNTY:

By: 
County Counsel

Digitally signed by Sita Kuteira
Date: 2024.05.30
14:23:19 -07'00'

Date: _____

EXECUTED BY:

By: _____
Department Director

Date: _____

Exhibit A

PROJECT SCOPE AND SCHEDULE

Work Scope

This section responds to the Statement of Requirements in the RFP by describing the scope of services that PlaceWorks will complete for Phase 1 of the Sonoma County General Plan Update.

Task 1. Project Management

In this task, PlaceWorks will initiate the project and provide ongoing project management to ensure timely delivery of Sonoma County's Phase 1 General Plan Update.

To initiate Phase 1 of the General Plan Update, PlaceWorks will hold a virtual kick-off meeting with Permit Sonoma staff to discuss the project, set expectations, review the scope of work and schedule, and discuss details of initial tasks.

PlaceWorks will also provide ongoing communication and coordination with Permit Sonoma staff throughout the project. This includes biweekly 1-hour check-in calls to review project and task status, milestones, and other needs and concerns as they arise. PlaceWorks will prepare minutes for each biweekly call; if the check-in call is cancelled, PlaceWorks will prepare a written project update that explains the status of the project.

In addition to the biweekly check-in calls, this task includes regular phone and email communication with Permit Sonoma staff as needed, internal team coordination, task management, monthly invoices, cloud service collaboration, and assisting the County with Public Records Act requests. Monthly invoices will identify tasks performed, progress towards task completion, and the remaining budget for each task. An electronic cloud service, such as Microsoft Teams or OneDrive, will be used to facilitate online collaboration in an easy-to-navigate folder. All proprietary materials will be provided to the County in both draft and final form. Deliverables and final documents will be provided in compliance with County accessibility standards.

Meetings and Deliverables:

- » Kick-Off Meeting (virtual, includes meeting minutes)
- » Biweekly Check-In Meetings (virtual, include meeting minutes)
- » Online Cloud Platform (set up and organization of files)

Task 2. General Plan Audit

In this task, PlaceWorks will conduct a detailed evaluation of the existing General Plan, including area plans, specific plans, and design guidelines, to identify the minimum changes that should be made as part of the update to comply with State law, ensure internal consistency and consistency with other planning documents, eliminate redundancies, and reflect current conditions. This evaluation will be based on current and anticipated State requirements, the General Plan Guidelines prepared by the California Office of Planning and Research, best practices, and the experiences of staff in preparing and updating planning documents.

PlaceWorks will combine goals, objectives, policies, and implementation programs from the existing General Plan into a consolidated matrix to assist in evaluation and direction by Permit Sonoma staff. PlaceWorks will

classify current General Plan goals, objectives, policies, and implementation programs into the following categories:

- Keep
- Modify
- Delete (e.g., because redundant or otherwise unnecessary, inconsistent with other guidance, or is an implementation program that is complete)

Based on input from Permit Sonoma staff, this matrix will describe the status of the existing implementation programs and clarify roles and responsibilities that need to be updated. The matrix will also flag items that are hot-button issues in the community for additional discussion and consideration during the update, as well as opportunities and challenges for implementation. The matrix will be formatted as a public-facing document to serve as an ongoing reference point for the community, staff, and consultants throughout the update.

PlaceWorks will also prepare a memorandum that identifies gaps in the existing policy framework that will need to be addressed to comply with current standards and regulations. This plan review memorandum will provide recommendations on how to address any regulatory gaps, if identified, in the existing General Plan through updates of existing information and preparation of new or integration of existing studies and analyses, policies, or other content. While working on the General Plan audit and considering policy issues, PlaceWorks will begin to identify key stakeholders for Phase 2 of the General Plan Update, which will be identified in the Community Engagement Plan (see Task 3.3).

PlaceWorks will submit a draft General Plan audit memo and policy matrix for review by Permit Sonoma staff. PlaceWorks will respond to a single set of internally consistent comments from Permit Sonoma staff to prepare the final memo and matrix that will be presented to the Board of Supervisors. The General Plan audit will be in compliance with County accessibility standards.

Deliverable:

- » General Plan Audit Memo and Policy Matrix (draft submitted by August 16, 2024, and final submitted by September 6, 2024)

Task 3. Outreach Preparation

Strong and meaningful community involvement throughout all phases of the General Plan Update will be critical to the successful adoption and ongoing implementation of the General Plan. Sonoma County encompasses a large and diverse area; it will take creativity and innovation to engage all facets of the community. As an initial phase of the project, PlaceWorks will refine the approach to Phase 1 outreach and engagement in close collaboration with Permit Sonoma staff. This section, along with the meetings listed throughout the scope, presents our initial ideas for a successful outreach strategy. However, we are very open to adjusting this approach to what will work best for Sonoma County – and we are allowing flexibility to tailor the number and focus of community meetings during Phase 1 of the project as the process evolves.

All proposed outreach materials and engagement activities for Phase 1, including the website content, materials prepared for the outreach toolkits, social media posts, graphics, flyers, newsletters, surveys,

materials prepared for the in-person and virtual workshops such as PowerPoint presentations, and other outreach materials will be ADA-complaint and available in both English and Spanish.

3.1 Project Branding

PlaceWorks will prepare a branding package that includes a project logo and color palette to theme the General Plan Update and create a recognizable identity that takes design cues from the unique characteristics of Sonoma County. The General Plan logo and brand package may include a combination of symbols, tag lines, colors, graphics, or photos. A draft package will be presented to Permit Sonoma staff for review and comment before the brand package is finalized. The General Plan branding will then be used for the project website and outreach materials.

3.2 Project Website and Outreach Dashboards

PlaceWorks will support the County in creating and maintaining a webpage on the County website for Phase 1. The webpage will inform and engage community members by providing contextual information, advertising upcoming events, documenting input, publishing project documents, and offering online engagement activities. The webpage will include a description of the process, meeting dates, and project updates as major milestones are achieved. The county history and a list of frequently asked questions will also be posted on the webpage.

When documents and meeting materials are available to the public, we will provide the documents in PDF format for posting on the webpage. The webpage will be available in English and Spanish. Materials and content posted on the website will comply with County and federal accessibility standards. PlaceWorks will provide the website content and materials in English and Spanish language and coordinate with County staff for posting the materials on the webpage.

After each phase of outreach, PlaceWorks will also prepare an outreach dashboard to be posted on the webpage in English and Spanish. The dashboards will be formatted as a set of easy-to-understand infographics that convey information about the outreach conducted to date, including the number and frequency of outreach activities, outreach impacts, participant numbers and demographics, participation by target audiences, focus topics, and delivery modality.

3.3 Draft Community Engagement Plan

At the outset of the process, PlaceWorks will prepare a Draft Community Engagement Plan to maximize participation countywide. This includes reaching residents, business proprietors, property owners, neighborhood groups, community and faith-based organizations, the development community, nonprofit organizations, local schools (including primary and secondary schools, as well as the local Junior College and Sonoma State University), minorities, low-income constituents, youths, renters, non-English speaking populations, veterans, and the disabled community in Sonoma County.

The Draft Community Engagement Plan will identify:

- Goals for public participation overall, such as achieving broad and diverse community representation
- Target audiences, including communities that have historically been under-served

- Key stakeholders for Phase 2 of the General Plan Update, which may include chambers of commerce, homeowners associations, realtors, major employers, business owners, rotary clubs, advisory councils, non-profit organizations, neighborhood groups, community-based organizations, and other interested parties and groups within Sonoma County
- Barriers to participation, including language, location accessibility, digital accessibility, time of day, childcare, and transportation, and strategies to remove these barriers
- Outreach activities and strategies that will allow the project team to reach a diverse range of community members at their comfort level, including workshops, pop-up tabling events, presentations at meetings, small-group meetings, neighborhood “chats,” and online engagement
- Recommended focus topics of discussion for the outreach activities
- Outreach locations that cover the county broadly and equitably, including locations that are convenient for historically under-represented populations
- A schedule for outreach activities, including a description of the number of outreach meetings by engagement type and target audience (e.g., workshops, tabling events, online/in-person meetings)
- Consultant and Permit Sonoma staff roles in engagement and communication
- A diverse range of potential CBO partners with established relationships in historically under-represented communities, as well as other potential community ambassadors that can assist with outreach and engagement
- Methods for collecting and tracking demographic data about participants in the General Plan Update process
- Methods for reporting back to participants how their input is being used

PlaceWorks will submit the Administrative Draft Community Engagement Plan to Permit Sonoma staff for review. PlaceWorks will respond to a single set of internally consistent comments from Permit Sonoma staff to prepare the Public Review Draft Community Engagement Plan that will be presented to the Board of Supervisors. The Community Engagement Plan will be in compliance with County accessibility standards.

3.4 Outreach Materials

As part of this task, PlaceWorks will prepare social media posts, flyers, and newsletters to help spread the word about the project. The social media posts, flyers, and newsletters will advertise the first set of community workshops, second round of local engagement activities, and online surveys. The outreach materials will be ADA-compliant and available in English and Spanish to help ensure broad participation by community members in Sonoma County.

3.5 Outreach Toolkits

PlaceWorks will create outreach toolkits to support community education and engagement efforts. The outreach toolkits can be used by Permit Sonoma staff and community ambassadors when connecting with community members at pop-up events, community and small-group meetings, neighborhood “chats,” or

other informal gatherings. Toolkit materials will be jargon-free, visually compelling, and accessible at a basic reading level, in addition to being ADA-compliant. Each toolkit will include a variety of materials that can be used in different settings, all of which will all be available in English and Spanish. Draft materials will be reviewed by Permit Sonoma staff prior to being finalized and distributed.

The outreach toolkits will include:

- **Planning 101 Toolkit.** The Planning 101 Toolkit will include educational materials to help frame the General Plan Update. Preliminarily, we anticipate the toolkit will include a PowerPoint presentation and educational handout that Permit Sonoma staff and community ambassadors can easily distribute at events or present at meetings, in addition to posting on the website. These materials will include an overview of CEQA; general, area, and specific plans; a history of Sonoma County’s General Plan; a comparison of the General Plan and the Local Coastal Plan; an overview of the regional and local government structure in Sonoma County; and a description of the relationship between local, regional, and statewide plans.
- **Strategic Plan and Visioning Toolkit.** PlaceWorks will prepare educational materials that explain the five pillars of the County’s Five-Year Strategic Plan and how they relate to this visioning phase of the General Plan Update. Preliminarily, we anticipate the toolkit will include a brief PowerPoint presentation and an educational handout that can easily be distributed, presented, and integrated on the website.
- **Community Ambassadors Toolkit.** The Community Ambassadors Toolkit will include materials that can be used by community leaders that can connect directly with community members through their established networks. These community “ambassadors” will serve an important role in outreach because they are already trusted by the community and know how to effectively communicate with the communities they represent. This toolkit will include an invitation letter for Permit Sonoma staff to use to build the community ambassador network. Preliminary, we anticipate the toolkit will also include an educational handout for each outreach topic area, one over-arching handout that covers the project broadly, and a PowerPoint presentation that touches on all outreach topic areas and that can easily be customized for use by individual ambassadors.

3.6 Board of Supervisors Meeting

PlaceWorks will attend a meeting of the Board of Supervisors to present the Draft Community Engagement Plan, as well as the General Plan audit prepared in Task 2, and receive feedback and direction. At this meeting, we will specifically request Board feedback on the outreach focus topics. As part of this task, PlaceWorks will prepare a PowerPoint presentation and content for the staff report in both English and Spanish. Reports or required legal notices will be prepared by PlaceWorks using Permit Sonoma templates. Legal notices will be provided in both English and Spanish.

Meetings and Deliverables:

- » Project Branding Package (draft and final)
- » Project Website
- » Outreach Dashboards (two dashboards, draft and final)
- » Draft Community Engagement Plan (administrative draft submitted by August 16, 2024, and public review draft submitted by September 6, 2024)
- » Social Media Posts, Flyers, and Newsletters (for two rounds of outreach, draft and final)

- » Outreach Toolkits (Planning 101, Strategic Plan and Visioning, and Community Ambassadors Toolkits, draft and final)
- » Board of Supervisors Meeting (in-person, includes presentation and staff report content)

Task 4. Focus Topics and Final Outreach Plan

One of the key tasks to prepare for the Phase 1 outreach is to confirm the focus topics for discussion with the community. PlaceWorks will work closely with the County to draft and refine a list of outreach focus topics. This task also includes finalizing the Community Engagement Plan that will guide Phase 1 outreach.

4.1 Focus Outreach Topics

As indicated in Task 3.3, the Draft Community Engagement Plan will recommend focus topics for discussion with the community. These focus topics will highlight the issues most pressing in the county, which may include growth management and development, accessibility and circulation, agriculture and food, and climate hazards, among other topics indicated in the RFP. Based on Board of Supervisors feedback obtained through Task 3.6, PlaceWorks will draft a refined set of focus topics. After Permit Sonoma staff review, PlaceWorks will present the refined outreach topics to the Sonoma County Planning Agency with a goal of defining a final set of focus topics for the outreach activities. As part of this task, PlaceWorks will prepare a PowerPoint presentation and content for the Planning Agency staff report in both English and Spanish. Reports or required legal notices will be prepared by PlaceWorks using Permit Sonoma templates. Legal notices will be provided in both English and Spanish.

4.2 Final Community Engagement Plan

PlaceWorks will respond to feedback and direction from the Board of Supervisors and Planning Agency to prepare the Final Community Engagement Plan, including the final set of outreach focus topics confirmed under Task 4.1. PlaceWorks will submit a draft version of the edits to respond to Board of Supervisors and Planning Agency direction for Permit Sonoma staff review, followed by the Final Plan that will guide upcoming outreach activities. The Final Community Engagement Plan will be in compliance with County accessibility standards and made available in both English and Spanish.

Meetings and Deliverables:

- » Refined List of Outreach Focus Topics (draft and final)
- » Planning Agency Meeting (in-person, includes presentation and staff report content)
- » Final Community Engagement Plan (draft edits submitted after the Planning Agency meeting in December 2024 and final plan submitted in January 2025)

Task 5. Outreach

In this task, PlaceWorks will work with Permit Sonoma staff and community partners to implement the Community Engagement Plan, gathering input for the General Plan Update and its vision. Outreach will be conducted in two steps, beginning with centralized workshops and online engagement focused on key topics, followed by outreach and engagement with local communities throughout the county, and supplemented with focus groups with special needs communities throughout the process.

5.1 Centralized and Virtual Workshops on Broad Topics

Workshops offer opportunities for interactive and focused engagement with community members. In this task, PlaceWorks will facilitate a set of community workshops that are organized around broad topics relevant in the county, as identified in the Final Community Engagement Plan. Preliminary, we anticipate four in-person community workshops organized around the broad topics below:

- Growth Management, Development, Accessibility, and Circulation
- Ecology, Sustainability, Climate, and Utilities
- Economy, Tourism, Culture, History, and Community
- Resource Protection, Agriculture, Food, Open Space, and Scenic Qualities

We also anticipate that the workshops will be designed to gather community input and direction on these topics through facilitated small group breakout sessions, although we are flexible and can refine our approach based on what we learn through the process. During breakout sessions, we will ask for community input on opportunities and challenges related to the workshop topics, which will inform the vision and key policy issues to be considered in Phase 2 of the General Plan Update.

To support equitable participation and acknowledge the value of participants' time and wisdom, PlaceWorks will provide a meal for participants at each workshop, and we recommend that the County provide on-site childcare; we will also advertise these amenities as part of our outreach to encourage participation. PlaceWorks will provide materials for a children's activity to be used in the childcare space. In addition, PlaceWorks will facilitate a concurrent workshop conducted entirely in Spanish in a separate room and provide translation of all workshop materials into Spanish, as appropriate.

PlaceWorks' Principal-in-Charge will be the lead facilitator for all in-person workshops conducted in English, while PlaceWorks' Project Manager will be the lead facilitator for the concurrent Spanish workshops. PlaceWorks will also provide one additional staff to help facilitate small group discussions. Prior to the workshop series, PlaceWorks will conduct a virtual facilitator training for Permit Sonoma staff to support respectful and productive discussions.

To maximize flexibility and convenience for community members, PlaceWorks will also hold two virtual workshops over Zoom to provide background information and allow opportunity for feedback on all topic areas. We will work with Permit Sonoma staff to formulate an approach to the virtual meetings that will allow community members to provide input on the topics that interest them the most. Simultaneous interpretation in Spanish will be provided by a certified interpreter through a translation company that specializes in live translation. PlaceWorks' Principal-in-Charge will be the lead facilitator for the virtual workshops, while PlaceWorks' Project Manager will be the lead facilitator for the Spanish breakout room. PlaceWorks will also provide one additional staff to serve as a Zoom meeting host. Prior to the virtual workshop series, PlaceWorks will conduct a virtual facilitator training for Permit Sonoma staff to support respectful and productive discussions.

At the conclusion of the workshops, the results will be posted online. Input from these workshops will be used to refine the approach to local outreach in Task 5.3, when the community can dig deeper into the focus issues that are arising.

5.2 Online Surveys on Broad Topics

PlaceWorks will use online engagement tools that connect the Sonoma County community to the Phase 1 Update process without constraints on the time, place, or method of public input. As a complement to the centralized in-person and virtual workshops, PlaceWorks will create an online survey for each broad topic area to solicit feedback. The surveys will be mobile compatible and available in English and Spanish. The surveys for each broad topic area will be designed to collect similar input that we are collecting at the in-person workshops. Results from these surveys will be posted on the project website.

5.3 Workshops in Our Communities

Following the centralized and virtual workshops on the broad topics, PlaceWorks will hold a set of in-person workshops strategically located in different communities throughout Sonoma County and series of two virtual meetings to gather geographic community feedback for Phase 1. As part of our work on the Community Engagement Plan in Task 3.3, PlaceWorks will prepare an initial list of communities to target for outreach and work with Permit Sonoma staff to refine this list. Preliminary, we anticipate eight in-person community workshops in the following communities:

- Valley of the Moon (also known as Sonoma Valley)
- North of Santa Rosa / Larkfield / Wikiup
- South of Santa Rosa / Todd Road (between Santa Rosa and Rohnert Park)
- Greater Petaluma / Penngrove / Two Rock
- Greater Sebastopol / Graton / Forestville
- Russian River
- North Coast / Bodega Bay / Bodega / Valley Ford
- Geyserville / Northern 101 Corridor

The in-person local workshops will be focused on gathering input from each community about the key opportunities and challenges in that community and their vision for the future. The workshop approach and discussion questions will be informed by the first round of centralized workshops in Task 5.1.

As with the centralized workshops in Task 5.1, PlaceWorks will provide a meal for workshop attendees and materials for a children's activity, and we recommend that the County provide on-site childcare. PlaceWorks will facilitate concurrent English and Spanish workshops in separate rooms and provide translation of all workshop materials into Spanish, as appropriate, with attendance from PlaceWorks' Principal-in-Charge and Project Manager. PlaceWorks will also provide facilitator training for Permit Sonoma staff prior to the workshops.

To allow for convenient participation, PlaceWorks will also hold two virtual workshops over Zoom to gather community input that complements the in-person workshops. Preliminarily, we anticipate the virtual meetings will include breakout rooms to provide space for community members to share the issues they may be facing in their community. We will work with Permit Sonoma staff to formulate an approach for the virtual workshops prior to the meetings. PlaceWorks' Principal-in-Charge will be the lead facilitator for the virtual workshops, while PlaceWorks' Project Manager will be the lead facilitator for the Spanish breakout room. PlaceWorks will also provide one additional staff to serve as a Zoom meeting host. Simultaneous interpretation in Spanish will be provided by a certified interpreter through a translation company that

specializes in live translation. Prior to the virtual workshop series, PlaceWorks will conduct a virtual facilitator training for Permit Sonoma staff to support respectful and productive discussions.

At the conclusion of the workshops, the results will be posted online.

5.4 Focus Groups with Special Needs Communities

PlaceWorks will hold focus group discussions with special needs communities in the county to learn about their needs and identify issues that need to be addressed in the General Plan Update; this includes discussions with the following communities:

- People with a lived experience of homelessness
- People with developmental disabilities
- Farmworkers
- Day laborers
- Latino residents
- Black residents
- Low-income seniors
- Low-income farmers
- Veterans

To help reach the special needs communities, PlaceWorks will partner with up to five local community-based organizations (CBOs). The CBO partners will help PlaceWorks connect with the identified special needs communities using their established and trusted networks, provide guidance on the best ways to reach each community, and support PlaceWorks during the focus group discussions. PlaceWorks will reimburse each CBO for their time and expertise.

This task includes up to five focus group discussions, some of which will involve multiple special needs communities. The focus group discussions will be held at locations that are convenient for each community. PlaceWorks will facilitate the focus group discussions, coordinate with the CBO partners, and prepare materials for the meetings in English and Spanish. The CBO partners can be a part of the PlaceWorks contract or be directly under contract to the County.

5.5 Community/Municipal Advisory Council Meetings

PlaceWorks will supplement the community input from local workshops with meetings with established Community and Municipal Advisory Councils. Preliminary, we anticipate the following nine Community/Municipal Advisory Councils meetings will occur; however, the project team will combine the meetings if the opportunity arises, as appropriate:

- Springs Municipal Advisory Council
- North Sonoma Valley Advisory Council
- Sonoma Valley Community Advisory Commission
- Lower Russian River Municipal Advisory Council
- Sonoma County Coast Municipal Advisory Council
- Geyserville Planning Committee

- Dry Creek Valley Citizens Advisory Council
- Mark West Area Municipal Advisory Council
- South County – Penngrove/Two Rock/Dairy Belt

PlaceWorks Principal-in-Charge will attend these meetings remotely. PlaceWorks will prepare the PowerPoint presentations and content for the staff reports for each meeting in both English and Spanish. Reports or required legal notices will be prepared by PlaceWorks using Permit Sonoma templates. Legal notices will be provided in both English and Spanish.

5.6 Community Events

Newcomers to the planning process, non-English speakers, and others may be intimidated by large workshops and formal public hearings. Many other community members are too busy working and raising their families to attend a workshop, or simply not interested in attending. To reach a broad spectrum of Sonoma County residents, Phase 1 events will be held, where possible, as part of existing community events, activities, and meetings that residents are already likely to attend. They will also be well-coordinated with other County engagement activities to reduce conflict and duplication. This task includes preparation of materials for and attendance at up to eight community events.

These events can take one of several formats. They can include pop-up events, which are smaller, often outdoor events designed for a two-way flow of information between project team members and the public. These events occur in familiar, comfortable settings, and participants can choose how much time to spend engaging. Pop-up events might take place before or after worship services, at social service locations, at culturally specific markets, or at larger community celebrations and events like the Sonoma County Harvest Fair and Sonoma Valley Certified Farmers Market. Community events can also include attending neighborhood or community organization meetings to share information about the project and gather input from meeting attendees.

Any events targeting the Spanish-speaking community will be conducted with one Spanish-speaking PlaceWorks staff and Spanish language materials. The timing of these events could occur prior to the workshops in the local communities, as these events are a great opportunity to spread the word about the upcoming workshops. Through our work on the Community Engagement Plan in Task 3.3, PlaceWorks will work with Permit Sonoma staff to identify and refine community events and their timing and will be flexible to adapt to additional refinements as we approach this phase of outreach.

5.7 Community-Wide Survey

As the local engagement activities progress, a refined and more detailed list of focus topics and key issues will form. PlaceWorks will coordinate with Permit Sonoma staff to use a professional survey firm to conduct a statistically valid community-wide survey of county residents that covers this refined set of focus topics. Given the large size of the county and the geographic dispersion of residents, a survey administered by a professional survey firm in Phase 1 will be an effective tool in building trust in the full General Plan Update process and its outcomes. The survey will be based on a random sample of adults and will use multiple recruiting methods (email, text, telephone), multiple data collection methods (online and telephone), and will be administered in English and Spanish. This scope includes a sample size of 1,000 to provide countywide

results and enable breaking down the results by geographic subarea. The survey will be conducted concurrently with the local workshops and engagement activities, after refining the outreach focus topics.

5.8 Outreach Summary

PlaceWorks will prepare a report that summarizes all input received during the Phase 1 outreach process. The outreach summary will include a brief background of the project, outreach results and comments, and maps and graphics to illustrate participation rates and responses across the county. PlaceWorks will prepare an administrative and final draft of the outreach summary. A Spanish version of the outreach summary will also be provided. The summary will be in compliance with County accessibility standards.

Meetings and Deliverables:

- » Centralized and Virtual Workshops on Broad Topics (four in-person and two virtual)
- » Online Surveys on Broad Topics in (draft and final)
- » Workshops in Our Communities (eight in-person and two virtual)
- » Focus Group Discussions (five in-person)
- » Community/Municipal Advisory Council Meetings (nine virtual, includes presentations and staff report content)
- » Community Events (eight total)
- » Community-Wide Survey (draft and final)
- » Outreach Summary (draft submitted in May 2025 and final submitted in June 2025)

Task 6. Scope and Financing

The final task for General Plan Phase 1 will include preparation of summary materials and attendance at Board of Supervisor meetings to seek direction to proceed with a defined scope and the necessary appropriations for the second phase of the General Plan Update.

6.1 General Plan Scope Report

PlaceWorks will prepare a General Plan Scope Report to present to the Board of Supervisors to complete Phase 1 and set up Phase 2 of the General Plan Update. This report will include the following components:

- Summary of Phase 1 outreach activities and results, including the Outreach Summary prepared under Task 5.8. Based on the Phase 1 results, the report will include recommendations for continued outreach and engagement for Phase 2. We anticipate that this will include a recommendation to form a Community Advisory Committee made up of community leaders and stakeholders to oversee and guide the process, as well as a Technical Advisory Committee made up of Permit Sonoma staff from other departments and other technical experts to ensure new policy guidance is feasible and appropriate for Sonoma County.
- Recommended changes to the General Plan to comply with current and anticipated State law, eliminate redundancies, ensure internal consistency and consistency with other plans, reflect current conditions, reflect best practices for General Plans, and improve readability and clarity. This section will be based on the General Plan audit prepared in Task 2.
- Identification of key policy issues that should be the focus for Phase 2 of the General Plan Update based on both community input and the General Plan audit.

- Presentation of a range of up to three alternative scope approaches to implement the recommendations described above. This will include preliminary cost and schedule estimates for each approach.

PlaceWorks will prepare an administrative and final draft of the General Plan Scope Report in both English and Spanish. The General Plan Scope Report will be in compliance with County accessibility standards.

6.2 Board of Supervisors Meetings

PlaceWorks will attend up to two meetings with the Board of Supervisors to present the General Plan Scope Report and seek direction to proceed with a defined scope for Phase 2 of the General Plan Update, with the necessary appropriations to complete the work. As part of this task, PlaceWorks will prepare the PowerPoint presentations and content for the staff reports in both English and Spanish. Reports or required legal notices will be prepared by PlaceWorks using the Permit Sonoma templates. Legal notices will be provided in both English and Spanish.

Meetings and Deliverables:

- » General Plan Scope Report (draft submitted in June 2025 and final submitted in July 2025)
- » Board of Supervisors Meetings (two in-person, includes presentations and staff report content)

Schedule

PlaceWorks' proposed schedule for completion of Phase 1 of the Sonoma County General Plan Update is shown in Figure 1. As shown in the schedule, we anticipate that Phase 1 of the project can be completed by **August 2025**. We believe this schedule is in keeping with your needs, but we are happy to revise this schedule if necessary.

Although the RFP refers to this schedule as aggressive, we believe that it is realistic, as shown in Figure 1. We are cognizant of the specific dates for milestones included in the RFP, and we are confident that we can achieve them. This includes preparing the Draft General Plan Audit and Draft Community Engagement Plan by August 16, 2024, submitting final deliverables of both documents by September 6, 2024, and attending a Board of Supervisors meeting on October 15, 2024. We also expect to attend a Planning Agency meeting in December to refine the outreach focus topics and have a Final Community Engagement Plan in January 2025. Our schedule anticipates the outreach outlined in Task 5 will occur between January and June of next year. We will also prepare a draft and final General Plan Scope Report ahead of the two Board of Supervisors Meetings in August 2025. Our schedule assumes we will receive a notice-to-proceed by June 5, 2024, after the Board of Supervisors Awards Contract meeting scheduled for June 4, 2024.

PlaceWorks has a strong track record in meeting project schedules and coordinating closely with its clients. Over years of managing projects similar to the Sonoma County General Plan Phase 1, we have developed a variety of tools to keep projects on schedule and ensure that staff are well informed at all times:

- We maintain an up-to-date schedule throughout the project, to ensure that all team members are aware of upcoming meetings and product due dates.
- We stay in close, regular contact with staff and document important decisions about the project in writing, which ensures that decisions are understood by all team members.

- We schedule project due dates for staff with adequate time for editing and formatting into finished reports.

County Personnel Involvement

On all our projects, PlaceWorks seeks to involve client staff to the exact extent that staff workloads, capabilities, and interests allow. In the case of Sonoma County, we recognize that Permit Sonoma staff are busy with other assignments, but we also know that the preparation of the General Plan Phase 1 is of key importance to the staff. With that in mind, we propose to meet with staff on a regular basis to make decisions about the project and ensure that it is moving in the desired direction. We will provide staff with a clear plan laying out the components of the project that will require their support, such as providing input for the General Plan audit in Task 2 and supporting outreach activities in Task 5. We will work with you at the time of project start up to ensure that our approach to staff cooperation is in line with County desires and expectations.

Software Needs

PlaceWorks will use the following types of software to complete the project, as we do on all our projects:

- SurveyMonkey (public engagement tool)
- OneDrive (online collaboration tool)
- WordPress (website creation)
- Esri's ArcGIS
- Microsoft Word
- Microsoft Excel
- Adobe InDesign
- Adobe Illustrator

PlaceWorks owns all of these software tools and is familiar with their use.

Figure 1 Schedule

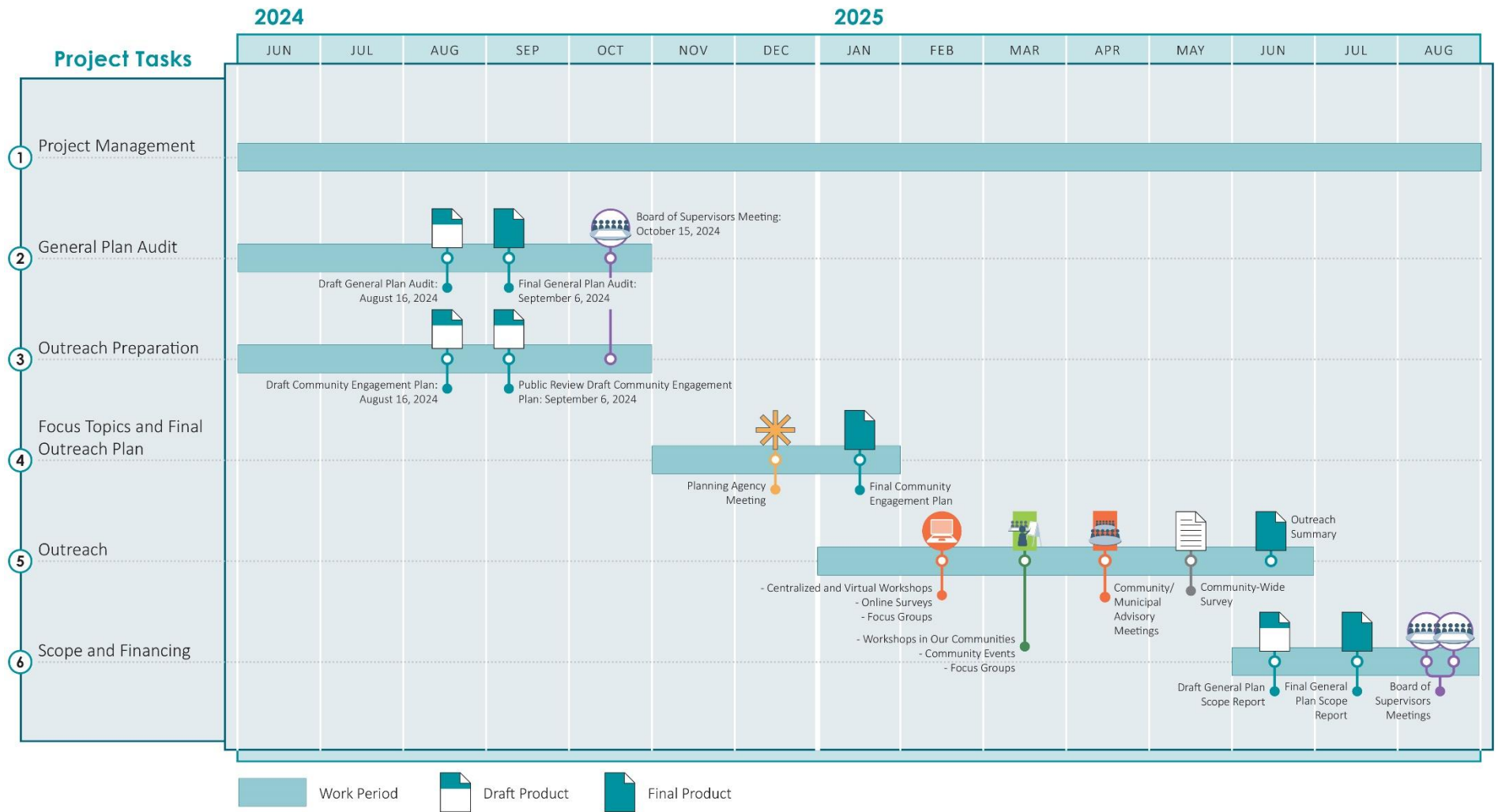


Exhibit B

PROJECT COSTS

As shown in Table 1, the estimated cost to complete the scope of work described in this proposal is \$723,711.

This cost estimate includes a 5 percent contingency fund to cover any unforeseen out-of-scope work that might be necessary for the project.

We are flexible regarding project costs and hope that you will not eliminate us from consideration based on cost alone.

The billing rates for each team member are included in Table 1.

PlaceWorks bills for its work on a time-and-materials basis with monthly invoices.

Assumptions

This scope of work and cost estimate assumes that:

- Our cost estimate includes the meetings shown in the Work Scope. Additional meetings would be billed on a time-and-materials basis. PlaceWorks' Principal-in-Charge, English lead facilitator, and PlaceWorks' Project Manager, Spanish lead facilitator, will attend all project meetings, public workshops, and other public meetings, except only PlaceWorks' Principal-in-Charge will attend the Community/Municipal Advisory Council meetings.
- All products will be submitted to the County in electronic (PDF) format.
- Permit Sonoma staff will be responsible for meeting logistics, including schedule coordination, document production, printing notices, mailing costs, room reservations, and room set-up and take-down.

Table 1 Cost Estimate

The PlaceWorks Team

Sonoma County General Plan Update Phase 1

COST PROPOSAL

Title	PLACEWORKS										Place-Works Hours	Place-Works 2% Office Expenses	TOTAL TASK BUDGET
	Charlie Knox Principal	Tanya Sundberg Principal	Angelica Garcia Associate II	Tammy Seale Principal	Lauren Willey Associate	Senior Associate	Project Planner	Graphics	Technical Editing	WP/ Clerical			
Role:	Senior Advisor	Principal-in-Charge	Project Manager	Climate & Safety Lead	Assistant PM	Key Staff	Key Staff	Graphics	Technical Editing	WP/ Clerical			
Hourly Rate:	\$275	\$265	\$180	\$265	\$155	\$220	\$150	\$140	\$150	\$135			
TASK 1. PROJECT MANAGEMENT													
Task 1. Subtotal	22	104	140	2	12	0	0	0	0	0	280	\$1,224	\$62,424
TASK 2. GENERAL PLAN AUDIT													
Task 2. Subtotal	12	60	108	2	108	8	24	0	14	14	350	\$1,305	\$66,565
TASK 3. OUTREACH PREPARATION													
3.1 Project Branding	2	8	16					40			66	\$223	\$11,373
3.2 Project Website and Outreach Dashboards	2	12	28				82	48		8	180	\$577	\$29,447
3.3 Draft Community Engagement Plan	2	12	26		38				8	4	90	\$321	\$16,361
3.4 Outreach Materials	4	20	60		24		20	86	4		218	\$731	\$37,291
3.5 Outreach Toolkits	6	14	53		30		20	20	6		149	\$525	\$26,775
3.6 Board of Supervisors Meeting	2	16	28		8		12				66	\$257	\$13,127
Task 3. Subtotal	18	82	211	0	100	0	134	194	18	12	769	\$2,634	\$134,374
TASK 4. FOCUS TOPICS AND FINAL OUTREACH PLAN													
4.1 Focus Outreach Topics	2	20	36		14		12				84	\$326	\$16,626
4.2 Final Community Engagement Plan		4	12		8		40		4	2	70	\$227	\$11,557
Task 4. Subtotal	2	24	48	0	22	0	52	0	4	2	154	\$553	\$28,183
TASK 5. OUTREACH													
5.1 Centralized and Virtual Workshops on Broad Topics	4	64	80		92			16			256	\$979	\$49,939
5.2 Online Surveys on Broad Topics	2	8	16		40						66	\$235	\$11,985
5.3 Workshops in Our Communities	4	96	120		56			12			288	\$1,170	\$59,670
5.4 Focus Groups with Special Needs Communities	2	66	70				38	4		2	182	\$743	\$37,913
5.5 Community/Municipal Advisory Council Meetings	2	45	63		44		44				198	\$745	\$37,980
5.6 Community Events	2	16	52		32			16			118	\$427	\$21,777
5.7 Community-Wide Survey	2	8	12								22	\$97	\$4,927
5.8 Outreach Summary	2	10	40		40				10	5	107	\$376	\$19,151
Task 5. Subtotal	20	313	453	0	304	0	82	48	10	7	1237	\$4,772	\$243,342
TASK 6. SCOPE AND FINANCING													
6.1 General Plan Scope Report	8	32	72		16		40		20	4	192	\$713	\$36,373
6.2 Board of Supervisors Meetings	2	32	56		16		16				122	\$480	\$24,470
Task 6. Subtotal	10	64	128	0	32	0	56	0	20	4	314	\$1,193	\$60,843
Labor Dollars Total	\$23,100	\$171,455	\$195,840	\$1,060	\$89,590	\$1,760	\$52,200	\$33,880	\$9,900	\$5,265	3104	\$11,681	\$595,731
REIMBURSABLE EXPENSES													
Statistically Valid Survey													\$39,800
Community-Based Organization (includes 10% sub markup)													\$27,500
Travel Expenses													\$7,618
Meals for Workshop Participants													\$15,000
Simultaneous Interpreter for Virtual Meetings													\$3,300
Software Costs (SurveyMonkey)													\$300
EXPENSES TOTAL													\$93,518
SCOPE TOTAL												\$689,249	
CONTINGENCY													
5% Contingency													\$34,462
GRAND TOTAL WITH CONTINGENCY												\$723,711	

PlaceWorks hourly bill rate is provided below.

PlaceWorks – 2024 Standard Fee Schedule

Staff Level	Hourly Bill Rate
Principal	\$210-\$335
Associate Principal	\$195-\$275
Senior Associate II	\$170-\$260
Senior Associate I	\$160-\$220
Associate II	\$135-\$190
Associate I	\$125-\$175
Project Planner	\$105-\$165
Planner	\$90-\$145
Graphics Specialist	\$90-\$155
Administrator	\$145-\$235
Clerical/Word Processing/Technical Editor	\$45-\$155
Intern	\$80-\$115

Mileage reimbursement rate is the standard IRS-approved rate.

Possible Yearly Increase of 5% on bill rates.

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 \$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, its officers, agents, and employees** shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance of this Agreement.
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Consultant and

include a “separation of insureds” or “severability” clause which treats each insured separately.

h. Required Evidence of Insurance:

- i.** Certificate of Insurance.

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 Limit: \$1,000,000 per claim or per occurrence.
- b.** Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000 it must be approved in advance by County.
- c.** If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d.** 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.
- e. 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: **23-24-035 PlaceWorks, Inc.**
- 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: Permit Sonoma
2550 Ventura Ave
Santa Rosa, California 95403.
- d.** Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e.** Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f.** Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

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.