

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ("Agreement"), dated as of _____, 2025 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Harris & Associates, Inc. (hereinafter "Consultant").

R E C I T A L S

WHEREAS, Consultant represents that it is a duly qualified impact fee analyst and consultant, experienced in the preparation of impact fee nexus studies and related services; and

WHEREAS, in the judgment of the Board of Supervisors, it is necessary and desirable to employ the services of Consultant for the development of a Development Impact Fee Nexus Study.

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

A G R E E M E N T

1. Scope of Services.

1.1 Consultant's Specified Services.

Consultant shall perform the services described in Exhibit "A," attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibit "A" and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit "A", the provisions in the body of this Agreement shall control.

1.2 Cooperation With County. Consultant shall cooperate with County and County staff in the performance of all work hereunder.

1.3 Performance Standard. Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Consultant's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with County to review the

quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

- a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from County.
- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County. With respect to performance under this Agreement, Consultant shall employ the following key personnel: Allison Bouley, PE; Megan Quinn; Julie Morgan, AICP.
- 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 \$219,932, 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 County Executive Officer. 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 the Effective Date to December 31, 2026 unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

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

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

4.3 Delivery of Work Product and Final Payment Upon Termination.

In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to County all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by County, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to

be paid on a per-hour or per-day basis, Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Consultant.

4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or County Executive Officer, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification. Consultant agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant's obligations under this Section apply whether or not there is concurrent or contributory negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts. 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. 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 County Executive Officer and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the County Executive Officer 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. Content Online Accessibility. County policy requires that all documents that may be published to the Web meet accessibility standards to the greatest extent possible, and utilizing available existing technologies.

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

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

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

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

9.4 County's Rights Reserved. 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.

10. Representations of Consultant.

10.1 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.

10.2 Status of Consultant. The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of 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.

10.3 No Suspension or Debarment. Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Consultant becomes debarred, consultant has the obligation to inform the County

10.4 Taxes. Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold 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.

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

10.6 Conflict of Interest. Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by 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.

10.7 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.

10.8 Nondiscrimination. Without limiting any other provision hereunder, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, 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.

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

10.10 Assignment of Rights. Consultant assigns to 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.

10.11 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of 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.

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

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

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

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

TO: COUNTY: Sonoma County Administrator's Office
575 Administration Drive
Suite 104A
Santa Rosa, CA 95403
Maggie.luce@sonoma-county.org

TO: CONSULTANT: _____

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

14. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

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

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

CONSULTANT: _____

COUNTY: _____

COUNTY OF SONOMA

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

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

By: _____
Department Director or Designee
Date: _____

APPROVED AS TO FORM FOR
COUNTY:

By: _____
County Counsel
Date: _____

EXECUTED BY:

By: _____
Christina Rivera
County Executive
Date: _____

By: _____
Lynda Hopkins
Chair, Board of Supervisors
Date: _____

ATTEST:

Clerk of the Board of Supervisors

Exhibit A: SCOPE OF WORK

Task 1: Project Initiation

1.1 Kickoff Meeting: The Harris team will schedule and attend an in- person kick-off meeting with the County as close to the contract start date as schedules permit, but no later than two (2) weeks after the contract start date. The purpose of the kick-off meeting will be to discuss the objectives of the project, agree to methodology, establish communication protocols, develop a work plan, exchange information with County staff and to confirm the project schedule. The comprehensive schedule will include tasks and deliverables, and include tracking for action items, decisions, and schedule risks. Harris will prepare a matrix to document roles and responsibilities and provide to the County for feedback. The Harris team will discuss the information that is needed to complete a comprehensive update that is defensible and a strategy for obtaining the information. At least two days prior to the kick-off meeting, Harris will prepare an agenda for the kick-off meeting. Within five business days of the meeting, Harris will provide meeting minutes, including key takeaways and final versions of materials discussed at the meeting with feedback incorporated from County staff, and an updated schedule.

1.2 Document Review: The Harris team will review documents that are critical to the development of a nexus study, including the County's General Plan, specific plans, prior nexus studies, the Capital Improvement Plan, relevant County code, and the two-year impact fee elimination program documentation. We will leverage our knowledge and experience from past work to inform our understanding of the document review.

An important first step of the project will be to identify the preferred facility cost methodology. We will summarize and evaluate the three typical facility cost methodologies listed below including presenting the pros and cons of each. Key County project staff will be involved in this process, including key staff from the parks department and public infrastructure department and other senior level decision makers involved in the project. It will be imperative to make a key decision on methodology at this point. The three methodologies that we will discuss are listed below:

- Existing Inventory Method: new development will fund the expansion of facilities at the same standard as currently used to service existing development.
- Planned Facility Method: new development will fund the planned expansion of facilities at the future standard attributable to new development.
- System Plan Method: new development will fund an integrated system of facilities at the future standard attributable to new development.

The Regional Park Fee is typically based on the Planned Facility method, using the established General Plan standard. The County's current adopted General Plan standard is 20 acres per 1,000 residents for regional parks and recreational areas and 5 acres per 1,000 residents for local parks. Harris will review the existing level of

service as part of the Nexus Study and is very familiar with Existing Inventory and System Plan methods. Harris will review the methodologies with the County to determine the appropriate methodology for the updated Nexus Study.

The County last updated its traffic impact fee program through a nexus update that was completed in 2020 by Fehr & Peers. That nexus analysis was based on the Planned Facility method, which is the method most commonly used in traffic impact fee programs throughout the state. For purposes of this scope, Fehr & Peers has assumed that the County will choose to continue to use the Planned Facility cost method, and we have outlined the necessary analytical steps accordingly. However, our team is familiar with the Existing Inventory and System Plan methods as well, and if the County chooses to use one of those methods then we can revise this scope of work to align with that choice.

1.3 Establish Reoccurring Meetings: The consultant will convene virtual, monthly recurring meetings with County staff. The purpose of these meetings will be to update the County on project status and to discuss non-urgent issues or clarification questions. Any issues that are critical to progressing the project on schedule will be shared with the County immediately. It is assumed that sixteen (16) check-in meetings will be held throughout the life of the project and that eight (8) meetings will include Fehr & Peers.

1.4 Racial Equity and Community Engagement: The Harris team will develop a community engagement and racial equity plan that addresses the prompts of racial equity toolkit. We anticipate that the community engagement plan will include up to two in-person stakeholder meetings to inform the local development and housing community, as these are typically the stakeholders who are interested in a nexus study process. If the discussion at the kick-off meeting concludes that additional community engagement activities are recommended and that our participation is desired, that effort can be added to our scope later. Harris is able to provide Spanish-speaking interpretation and bilingual materials for stakeholders.

Deliverables:

- Meeting agendas for each meeting, detailed work plan, trackers for action items, responsibility matrix, meeting minutes for each meeting, community engagement and racial equity plan.

Task 2: Document Reasoning Behind the Fee Program

2.1 Document Fee Purpose: Per AB602, when applicable, the nexus study shall identify the existing level of service for facilities, identify the proposed new level of service, and include an explanation of why the new level of service is appropriate, if different. Harris will review the existing level of service for the Regional Park Fee compared to the proposed level of service. Harris will discuss using the adopted General Plan standard with the County, if different than the existing level of service. Applying the General Plan standard to new development is consistent with the Mitigation Fee Act, as outlined in Government Code Section 66001, “A fee shall not include the costs attributable to existing deficiencies in public facilities, but may include the costs attributable to the increased demand for public facilities reasonably related to the development project in order to (1) refurbish existing facilities to maintain the

existing level of service or (2) achieve an adopted level of service that is consistent with the general plan”.

There are two transportation fee programs in the County that were both addressed in the 2020 nexus update, one for Countywide projects applicable throughout the unincorporated County area and a second program applicable only to the unincorporated portion of the Sonoma Valley. At the kick-off meeting, we will talk with County staff about their experience with both programs and the considerations involved in maintaining both programs, including the relevance of the recent Sheetz decision at the US Supreme Court and the reasonable relationship findings required by the Mitigation Fee Act. For the purposes of this scope, we have assumed that the County will choose to continue with both the Countywide and the Sonoma Valley programs as they are currently defined. If a different choice is made, this scope can be revised accordingly. The 2020 nexus study documented the findings necessary under the Mitigation Fee Act for both the Countywide and the Sonoma Valley Transportation Impact Fee (TIF) programs, and this effort will document similar findings.

Consistent with the Mitigation Fee Act, the Nexus Study will make the required five (5) nexus findings for the Park Fee and Transportation Fee.

- 2.2 Make Recommendations on Zones: Harris will also evaluate whether a geographic subarea or “zone” approach to the calculation of fees meets the reasonable relationship findings required by the Mitigation Fee Act, as opposed to if a uniform fee were applied to all areas within the County. Harris will review and make recommendations on zones consistent with the recent Sheetz decision and how rough proportionality would apply to the fee within zones compared to Countywide.
- 2.3 Review Documentation of Intended Fee Use: Harris will review the documents identified in Task 1 to identify the intended use of fee revenues as part of this task and provide a summary of the findings of Task 2, which will form the basis of the Executive Summary of the nexus study.

Deliverables:

- Summary of findings to be confirmed with County staff and consultant team before proceeding. Conclusions will be incorporated into the Nexus Study as part of Task 10.

Task 3: Existing and Future Development Projections

- 3.1 Establish Baseline Conditions for Existing Development and Level of Service: The Harris team will identify a base year to serve as the reference point for future projections and assess how current facilities are meeting existing service demands.
- 3.2 Project Future Development and Associated Facility Demand: A key element of a nexus analysis is to account for the projections of future residential and non-residential development that are anticipated to occur within the area being studied. The Sonoma County Transportation Authority (SCTA) maintains a set of growth projections for its use in conducting transportation planning studies, aligned with regional projections prepared by the Association of Bay Area Governments (ABAG). Fehr & Peers will refer to the SCTA growth projections contained within the current version of the SCTA travel demand model and will pull out the data relevant to the unincorporated County areas (which are the areas that will be subject to the impact

fees). This data will be shared with the other members of the consultant team and the County to confirm that these projections make sense for the purposes of the nexus analysis. If the team decides to adjust these projections, Fehr & Peers will make modifications to the SCTA travel demand model input files accordingly. Harris will gather other assumptions such as persons per household. Harris will also review the General Plan, 2023-2031 Housing Element, Census Data, and other available documents to review the growth projections provided by Fehr & Peers.

3.3 Residential Square Feet: Consistent with AB602, the Harris team will evaluate how existing and future residential development can be estimated by residential square footage or document why the use of residential square footage is not an appropriate metric for each fee. If it is determined that it is an appropriate metric to change residential land uses on a square footage bases, typically proportional impact fees per square footage can be calculated in two ways:

- By dividing the fee per unit by the average unit size to obtain a fee per square footage. This methodology is based on calculating the proportional residential fees by using the fee per capita multiplied by the average number of persons per household to develop a fee per unit. The fee per unit is then be divided by the average unit size of that residential type to determine a cost per square footage. Although using the average unit size to convert a fee per unit to a fee per square footage is the simplest approach, the resulting fee per square footage may not represent the correlation between persons per household and unit size in all cases.
- Through a statistical regression analysis that correlates the average number of occupants per unit to the size of the unit. An alternative method is to complete a statistical regression analysis to calculate a mathematical equation that statistically correlates persons per household to unit size.

3.4 Non-Residential Methodology: The Harris team will also evaluate the most appropriate method for assessing development impact fees on non-residential development, which is typically on a per square footage or per 1,000 square footage basis.

Deliverables:

- Summary of the baseline conditions, growth projections, and fee methodology to be confirmed with County staff and consultant team before proceeding.
Conclusions will be incorporated into the Nexus Study as part of Task 10.

Task 4: Determine Facility Standards

4.1 Parks: Demand for services and the associated facilities is based on the County's future service population. This task will include identifying the existing level of service for parks and recreational facilities and assessing the future needs driven by new development, based on the adopted level of service of park acres per 1,000 residents. Any recommended changes from the existing level of service to the proposed level of service standard will be supported by a clear justification based on best practices, community goals, and relevant planning documents, such as the General Plan. Applying the General Plan standard to new development is consistent with the Mitigation Fee Act, as outlined in Government Code Section 66001, "A fee shall not include the costs attributable to existing deficiencies in public facilities, but may include the costs attributable to the increased demand for public facilities

reasonably related to the development project in order to (1) refurbish existing facilities to maintain the existing level of service or (2) achieve an adopted level of service that is consistent with the general plan”. Harris will review any recently constructed park costs and parkland acquisition costs in the County. If recent costs are not available, Harris will review data for surrounding and comparable jurisdictions to determine the appropriate cost per acre. Using the established level of service standard, Harris will determine the capital cost per unit of demand (e.g., cost per new resident population) for park infrastructure to calculate the cost per capita. The cost per capita is then allocated to each residential development type based on the estimated persons per household. This cost metric will form the foundation for the updated Regional Parks Fee calculation. The methodology will achieve that cost allocations are roughly proportionate across land uses.

4.2 Transportation: The 2020 nexus study for the Countywide fee and the Sonoma Valley fee included a list of transportation improvement projects, along with a cost estimate for each one; there were 33 projects in the Countywide TIF and 12 projects in the Sonoma Valley TIF. This project list was developed by County staff with advice from the consulting team and was completed based on staff’s identification of projects that had been determined to be needed to serve the County’s future growth based on previously-completed planning documents. For the purposes of this scope, we assume that the list of projects from the 2020 nexus study will be confirmed and updated through discussion with County staff, informed by our review of recent planning documents as described in Task 1. Updates to the project list may include identification of projects that have already been completed, projects where the description needs to be modified, and projects where the cost estimate needs to be revised based on recent information about infrastructure construction costs. We also assume that there may be some new projects added to the list; for scoping purposes, we have assumed there may be up to eight new projects that would be similar in nature to the projects currently on the list. We will prepare a map showing the locations of the projects on the list. This scope assumes that the County will provide rough cost estimates for any new projects. If Fehr & Peers’ assistance is needed to develop cost estimates, that effort can be added to this scope.

Deliverables:

- Memo summarizing the list of projects and cost estimates for inclusion in the nexus analysis, to be confirmed with County staff and consultant team before proceeding. Conclusions will be incorporated into Nexus Study as part of Task 10.

Task 5: Cost of Facilities to Serve New Development

5.1 Analyze and Recommend a Facility Cost Method: As discussed previously, the Harris team will evaluate the three common cost methodologies - Existing Inventory, Planned Facility, and System Plan - and recommend the method that best aligns with the County’s planning approach.

5.2 Existing Deficiencies: Harris will assess existing deficiencies in the County’s park facilities to make sure that Regional Park Impact fees are used solely for improvements required by new development and are not used to fix existing deficiencies.

Fehr & Peers will review existing deficiencies for transportation improvements. The evaluation of existing deficiencies is used in nexus studies to assure that the impact fee is being used only to address needs generated by new growth. The metric used to measure deficiencies depends on the type of improvement being analyzed. For improvements that primarily involve increasing vehicle capacity (such as adding lanes at intersections or installing traffic signals), the most common metric used is vehicle Level of Service (LOS). For improvements that primarily involve addressing safety issues or adding facilities for cyclists and pedestrians, the most common method is to allocate the benefits of that improvement across all users, both existing and new, and treat the existing users' proportion as an "existing deficiency" to exclude it from the fees. We will discuss methods for existing deficiency evaluation with the County staff and consultant team. For those improvements where vehicle LOS is selected as the deficiency metric, we will refer to prior planning documents and other data that the County is able to provide as sources of information about existing LOS at those locations. No new traffic data collection will be done as part of this study.

- 5.3 Alternative Funding Sources: To support a holistic funding strategy, Harris will identify and evaluate alternative funding sources (e.g. grants, general fund revenue, other revenue sources) that may be used to address existing shortfalls and supplement impact fee revenues. A comprehensive funding plan will be prepared, detailing the park facilities to be funded, estimated costs, and the role of both impact fees and alternative sources in financing these improvements.
- 5.4 Funding Plan: Harris will prepare a funding plan that outlines the county-owned facilities to be funded, the associated costs and how development impact fees and alternative sources will be used to finance improvements.
- 5.5 Advise the County on whether the adopted Five-Year Capital Improvement Plan (CIP) meets the requirements of state law with regards to Nexus Studies. Harris will review the County's adopted five-year Capital Improvement Plan (CIP) to evaluate if the CIP meets the requirements of the government code, and how to augment the CIP to bring it into compliance, if needed. The Harris team will prepare our own CIP to include as part of the Nexus Study for adoption with the study, in compliance with AB602.
- 5.6 Program Administration Costs: Harris will discuss the County's anticipated administrative costs related to fee collection, accounting, legal compliance, reporting, and periodic nexus study updates. Harris will calculate and recommend an administrative fee to cover costs.

Deliverables:

- Capital improvement plan and funding plan to be confirmed with County staff and consultant team before proceeding. Conclusions will be incorporated into Nexus Study as part of Task 10

Task 6: Fair Share Allocation of County-Owned Facility Costs to New Development

- 6.1 Parks: Harris will establish the foundational legal and policy basis for the Regional Parks Development Impact Fee by demonstrating a reasonable relationship between each type of new residential development and the need for expanded park facilities. New residential development generates additional residents which increases the

demand for park facilities. Harris will work with the County to determine the future facilities necessary as part of the CIP per AB602 and will show how the fee revenues will be used to fund improvements that directly benefit new development. Harris will establish that the fee amounts are proportional to the level of impact created by new growth and new development's fair share of facility costs. This analysis will be clearly documented in the Nexus Study to support defensibility and transparency

- 6.2 Transportation: Fehr & Peers will demonstrate a reasonable relationship between each type of new residential and non-residential development and its demand for the transportation facilities included in the project list utilizing the current SCTA travel demand model to perform a "select link" analysis to identify the proportion of demand on each facility from each land use category (this is consistent with the modeling method used in the 2020 nexus study). It is assumed that no significant updates of model inputs (land use, networks) will be needed for this task, outside of the potential modifications to the growth projections described in Task 3. The model results will be used to apply the relative proportion of demand for each facility by land use to establish a clear relationship between the impact fee amount and each development type's fair share of facility costs. SCTA is currently planning to develop a separate model called an activity based model. That model development effort is not yet underway and thus that new model will not be available in time for use in this nexus study

Deliverables:

- Conclusions to be summarized in Nexus Study as part of Task 10.

Task 7: Maximum Fee Based on Nexus Analysis

- 7.1 Determine and Document Maximum Fee: Based on discussions included in Tasks 4, 5, and 6 and the conclusion of those discussions, the Harris team will determine the maximum fee that can be charged to each land use category that is to be included in the Nexus Study
- 7.2 Translate "Equivalent Standard of Demand" to Residential Square Footage: We will translate equivalent standard of demand into residential square footage where appropriate, with explanations of the measurements and assumptions used, per requirements of AB 602.
- 7.3 Review and Document Prior Fee Assumptions: If updating any of the fees will result in an increased fee amount, the Harris team will document the assumptions from the original nexus study and the amount of fees collected under the existing program.

Deliverables:

- Conclusions to be summarized in Nexus Study as part of Task 10

Task 8: Financial Impact of Fees

- 8.1 Compare Proposed Fee Levels Against Benchmarks: To make sure that the proposed Development Impact Fees are economically balanced and aligned with County and development goals, Harris will review the financial impacts of the proposed fees. Harris will include an analysis of the County's existing fees and a comparison of the existing fees to the proposed fees, as well as an analysis of the Development Impact Fees collected in surrounding jurisdictions. Up to six (6) jurisdictions will be included for the purpose of comparing the proposed fees to surrounding jurisdictions. The analysis will also include comparing the total fee burden as a percentage of

construction costs and market values. These jurisdictions will be selected based on discussions with County Staff. This comprehensive analysis will include total development costs, factoring in permitting, water, and sewer connection fees.

- 8.2 Conduct Development Feasibility Analysis: Harris will conduct a feasibility analysis to evaluate how the combined burden of the proposed Development Impact Fees and other development costs affects the viability of new residential projects. This task will incorporate current market data and stakeholder input, particularly regarding potential effects on housing production. Harris will provide the County with recommendations for phased implementation or fee adjustments where warranted. Any recommendations will include the potential need for additional funding sources if fees are adjusted.
- 8.3 Evaluate Impacts of Eliminating Fees for Affordable Housing: Harris will also analyze outcomes from the County's Two-Year Development Impact Fee Elimination Program for Affordable Housing and evaluate scenarios for continuing the program with varying levels of fee backfill. The findings will guide recommendations on how best to support affordable housing objectives without compromising infrastructure funding.
- 8.4 Stakeholder Meeting: As part of this task, Harris will facilitate one in-person stakeholder meeting during business hours. This session will engage developers, housing advocates, and other community stakeholders to present preliminary findings and gather feedback on the financial and market impacts of the proposed fee structure. Harris will develop the agenda, materials and a presentation, facilitate the meeting, and document key takeaways. The County will select the stakeholders, schedule and advertise the meeting.

Deliverables:

- Documentation of findings to inform the Nexus Study and Stakeholder agenda, materials, presentation, and key takeaways.

Task 9: Fee Implementation

- 9.1 Evaluate Fee Minimums and Maximums: Harris will develop a comprehensive fee implementation strategy to support the Development Impact Fee program. This includes evaluating the merits of establishing minimum and maximum fee levels for the fee program.
- 9.2 Analyze Fee Reductions by Land Use: Harris will analyze potential fee reductions or exemptions for specific land use, such as affordable housing, by modeling up to five alternative scenarios, including reductions based on unit size or affordability levels. Harris will identify the resulting revenue gaps and potential impacts on service standards, presenting these options for Board consideration.
- 9.3 Fee Phase-in Strategy: Harris will recommend a fee phase-in schedule, including eligibility criteria and a timeline for incremental increases, to ease the transition to new fee levels.
- 9.4 Define Fee Implementation and Annual Adjustment Process: The report will discuss annual fee update procedures, credit and reimbursement policies, public noticing requirements, the required administrative procedures including online reporting requirements required under AB1483, fee collection requirements of SB937, and

annual and five year reporting requirements. We will also incorporate the legal methodology for calculating fees for accessory dwelling units.

Deliverables:

- Conclusions to be summarized in Nexus Study as part of Task 10.

Task 10: Nexus Study and Fee Adoption

10.1 Compile Findings into a Nexus Study: Fehr & Peers will summarize the results of the above tasks into a draft technical memorandum with content that can be extracted for use in a nexus study report. Two rounds of consolidated non-conflicting comments, will be incorporated into the final memo.

Once all parties agree on the proposed fees, Harris will prepare a Comprehensive Nexus Study. The Nexus Study will be prepared for residential and non- residential uses, including an administrative draft, a public review draft, and a final draft. The Nexus Study will be prepared in an organized fashion with an executive summary and will contain all required legal and technical documentation, including additional information required under AB602. The study will include all background information, the methodology used to determine the fees, all supporting information, calculations that demonstrate the legal nexus between the recommended fees and the impact created by new development, the relationship between the fee's use and the type of project on which the fee would be imposed, the purpose of the fee, how the fees would be used, and a description of the relationship between the need for any additional facilities and the type of development project on which the fee would be imposed. In addition, the report will include annual update procedures and other administrative requirements outlined in Task 9.4 The draft report will go through our internal QA/QC process before County review.

Harris will incorporate input from the County's review process and provide a draft for public review.

10.2 Stakeholder Meeting: Obtaining the development community's support is best achieved when their input is included in the fee analysis. The Harris team will participate in one in-person meeting with the Building Industry Association (BIA) and any other interested parties in the development community, including local developers and housing advocates. The County will select the stakeholders, schedule and advertise the meeting. Harris will conduct the public outreach meeting with Fehr & Peers following the County's review of the draft Nexus Study. Harris will develop an agenda, materials and a presentation, facilitate the meeting, and document feedback on the Public Review Draft. The presentation will be prepared in a clear and concise manner and Harris and Fehr & Peers will answer questions as needed. The Harris team will discuss any recommendations that come out of these meetings with the County and incorporate relevant feedback into the Nexus study. The meeting will be held during business hours.

10.3 Board Meeting: The Harris team will participate in one in-person meeting to present the Public Review Draft to the Board and solicit feedback including options to waive fees for affordable housing. The presentation will be prepared in a clear and concise manner and Harris and Fehr & Peers will answer questions as needed. The Harris team will discuss any recommendations that come out of these meetings with the

County and incorporate relevant feedback into the Nexus study. Harris will incorporate the County's Racial Equity Toolkit completed as part of Task 1 to inform the Public Review Draft presentation to the Board.

10.4 Subsequent Meetings: The Harris team will prepare for and attend additional meetings as needed to address the interest of the Board and to meet the requirements for public hearings related to adopting new fees. One additional meeting for fee adoption is included in our scope for fee adoption. A fee for any additional meetings is included as an optional scope. Harris will prepare all required public notices and draft resolutions and ordinances required for Board public hearings related to adopting the new fees. Harris will incorporate the County's Racial Equity Toolkit completed as part of Task 1 to inform the presentation to the Board.

Deliverables:

- Fehr and Peers Transportation Technical Memo. Administrative Draft Nexus Study, Nexus Study Public Review Draft, and Nexus Study Final Draft. Agenda, presentation materials, and meeting minutes from each public meeting. Harris will prepare all public notices and draft resolutions and ordinances for the public hearing related to fee adoption.

Scope of Work Schedule

Tasks	2025												2026											
	July	August	September	October	November	December	January	February	March	April	May	June	July	August	September	October	November	December	January	February	March	April	May	June
Task 1: Project Initiation, Document Review and Ongoing Coordination																								
Task 1.1: Kick-off Meeting	▲★																							
Task 1.2: Document Review																								
Task 1.3: Reoccurring Meetings		▲		▲		▲		▲		▲		▲		▲		▲		▲		▲		▲		▲
Task 1.4: Racial Equity and Community Engagement																								
Task 2: Document Reasoning Behind the Fee Program					★																			
Task 3: Existing and Future Development Projections									★															
Task 4: Determine Facility Standards										★														
Task 5: Cost of Facilities to Serve New Development											★													
Task 6: Fair Share Allocation of County Owned Facility Costs to New Development																								
Task 7: Maximum Fee Based on Nexus Analysis																								
Task 8: Financial Impact of Fees																								
Task 9: Fee Implementation																								
Task 10: Nexus Study and Fee Adoption																								
Task 10.1: Compile Findings into a Nexus Study																								
Task 10.2: Stakeholder Meeting																								
Task 10.3: Board Meeting																								
Task 10.4: Board Adoption																								

Table Key

▲ Meetings, tentative timing shown (actual timing to be determined at project commencement)

★ Deliverables

Note: Fees will be effective 60 days following Board of Supervisors Adoption.

Exhibit B:
COST OF SERVICE

COST OF SERVICE

Phase/Task		Harris & Associates								Fehr & Peers							Total Estimated Fee
		Project Director	Project Manager	Deputy Project Manager	Senior Analyst/ Engineer	Technical Editor	Project Analyst	Harris Direct Cost	Harris Fee	Project Manager	Principal- in-Charge	Project Planner/ Engineer	Graphics/ GIS/CAD	Project Coordinator	Fehr & Peers Direct Cost	Fehr & Peers Fee	
		\$320/hr	\$290/hr	\$200/hr	\$185/hr	\$175/hr	\$150/hr			\$280/hr	\$395/hr	\$190/hr	\$190/hr	\$170/hr			
Task 1	Project Initiation, Document Review and Ongoing Coordination	6	38	50	24	4	20	\$500	\$31,580	24	12	28		8	\$1,270	\$19,410	\$50,990
Task 2	Document Reasoning Behind the Fee Program	1	4	4			4		\$2,880	2	1	4		1	\$130	\$2,015	\$4,895
Task 3	Existing and Future Development Projections		4	4			8		\$3,160	6	2	14				\$5,130	\$8,290
Task 4	Determine Facility Standards		4	8			6		\$3,660	12	6	24		3	\$390	\$11,190	\$14,850
Task 5	Cost of Facilities to Serve New Development	2	4	8	6		12		\$6,310	6	2	14		6	\$790	\$6,940	\$13,250
Task 6	Fair Share Allocation of County Owned Facility Costs to New Development		6	4			4		\$3,140	24	6	40		2	\$380	\$17,410	\$20,550
Task 7	Maximum Fee Based on Nexus Analysis	1	6	6			6		\$4,160	6	2	12		10	\$1,290	\$7,740	\$11,900
Task 8	Financial Impact of Fees	4	18	24	12		34		\$18,620					3	\$370	\$880	\$19,500
Task 9	Fee Implementation	1	4	4			2		\$2,580								\$2,580
Task 10	Nexus Study and Fee Adoption	10	40	46	14	16	50	\$1,500	\$38,390	28	10	32	18	13	\$1,650	\$25,150	\$63,540
Sub Mark-Up																	\$9,587
Total =		25	128	158	56	20	146	\$2,000	\$114,480	108	41	168	18	46	\$6,270	\$95,865	\$219,932
Each Additional Meeting (ea) - In Person		2	8	4	8		4	\$500	\$6,340	8	4			5	330	\$5,000	\$11,340

Assumptions:

- This fee proposal is valid for a period of 90 days from the proposal submittal date.
- Actual billing rate at the time of service may vary depending on the final staffing plan at the time the project starts; the overall fee will not be exceeded.
- Mileage is billed at the IRS rate plus 10% handling fee.
- Rates and non-key staff are subject to change at any time, without notice, and within the total budget shown.
- Rates are subject to a CPI increase on January 1, 2026 and each January thereafter. The overall fee will not be exceeded.

Exhibit C: 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 below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

Workers Compensation and Employers Liability Insurance

- a. Required if Consultant has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. *Required Evidence of Insurance:* Certificate of Insurance.

If Consultant currently has no employees as defined by the Labor Code of the State of California, Consultant agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000 it must be approved in advance by County. Consultant is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any

action involving the County.

- d. County of Sonoma, its Officers, Agents and Employees shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance of this Agreement.
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "F" definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Consultant and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. *Required Evidence of Insurance:*
 - i. Certificate of Insurance.

Automobile Liability Insurance

Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.

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.

Insurance shall cover hired and non-owned autos.

Required Evidence of Insurance: Certificate of Insurance.

Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

Documentation

The Certificate of Insurance must include the following reference: Impact Fee Nexus Study.

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, 2 or 3 above.

The name and address for Additional Insured endorsements and Certificates of Insurance is: County of Sonoma, c/o County Administrator's Office, 575 Administration Drive, Suite 104-A, Santa Rosa, CA 95403.

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.

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.

Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

Policy Obligations

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

Material Breach

If Consultant fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Consultant, County may deduct from sums due to Consultant any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.