

AGREEMENT FOR CONSULTING AND PROFESSIONAL SERVICES

This agreement ("Agreement"), dated as of December 17, 2019 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Dyett & Bhatia, Urban and Regional Planners, a California corporation (hereinafter "Consultant").

R E C I T A L S

WHEREAS, Consultant represents that it is a duly qualified urban and regional planning firm, experienced in the preparation of specific plans, environmental impact reviews/reports and related services; and

WHEREAS, in the judgment of the Director of Permit and Resource Management Dept., it is necessary and desirable to employ the services of Consultant for the processing and preparation of The Specific Plan & Program EIR for the Sonoma Developmental Center.

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

I. 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 Exhibit D 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.

2.1 Payment Terms. 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 \$1,475,949, 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.

2.2 Retention from Payment to Consultant. From each payment made to the Consultant pursuant to paragraph 2.1, County shall retain five percent (5%) until within thirty (30) business days after County's certification of the Final EIR becomes final, or within sixty (60) calendar days after County's Board of Supervisors opens the public hearing on the Project, or within sixty (60) calendar days after the Project Applicant withdraws the Project, or if County chooses not to proceed with hearings or EIR certification, or if work is stopped for more than 60 days due to no fault of Consultant, whichever comes first.

3. Term of Agreement. The term of this Agreement shall be from December 17, 2019 to December 17, 2023 unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

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

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

4.3 Delivery of Work Product and Final Payment Upon Termination.

In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to County all reports, original drawings, graphics, plans,

studies, and other data or documents, in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by County, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Consultant.

4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or Permit and Resource Management 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' negligence, recklessness, or willful misconduct in 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' negligence, recklessness, or willful misconduct in performance or obligations under this Agreement. Consultant's obligations under this Section apply whether or not there is concurrent 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 as described in Exhibit D, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

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

9. Representations of Consultant.

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

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

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

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

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

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

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

9.8 Nondiscrimination. Without limiting any other provision hereunder, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

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

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

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

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

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

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

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

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

TO: COUNTY: Permit Sonoma
Attn: Accounting
2550 Ventura Ave.
Santa Rosa, CA 95403

TO: CONSULTANT: Dyett & Bhatia, Urban Regional Planners
1330 Broadway, Suite 604
Oakland, CA 94612

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.

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

CONSULTANT: Dyett & Bhatia, Urban

and Regional Planners

By: _____

Name: Rajeev Bhatia

Title: President/CFO

Date: _____

COUNTY: COUNTY OF SONOMA

CERTIFICATES OF INSURANCE
REVIEWED AND ON FILE:

By: _____
Department Head or Designee

Date: _____

APPROVED AS TO FORM FOR COUNTY:

By: _____
County Counsel

Date: _____

AGREEMENT EXECUTED:

By: _____
Department Head

Date: _____

EXHIBIT A: SCOPE OF WORK

This section presents the proposed Scope of Work. Initials in parentheses following the sub-section heading identify the lead firm for each sub-task:

- **D&B:** Dyett & Bhatia, Urban and Regional Planners
- **PDC:** Public Dialogue Consortium
- **HWI:** Hornberger + Worstell Inc.
- **WRA:** WRA, Environmental Consultants
- **KMA:** Keyser Marston Associates
- **W-Trans:** Whitlock & Weinberger
- **Questa:** Questa Engineering
- **BKF:** BKF Engineering
- **P&T:** Page & Turnbull
- **BPD:** Bottomley Planning & Design
- **CSA:** Charles Salter & Associates

“All” refers to the entire consulting team.

TASK I: ORIENTATION AND PROJECT KICKOFF (ALL)

Objective: Engage with County staff and other appropriate representatives to understand key issues, organize background materials and baseline data, clarify the work plan, refine the community engagement strategy and launch the project website.

- 1-A Project Initiation (D&B).** Upon award of contract, D&B will work with County staff to develop a detailed work program and schedule organizing the scope of work below into a fluid series of activities, deliverables, meetings, and overall schedule with milestones. Greater detail for individual tasks (such as economics, transportation and EIR) not presented here because of space limitations will be fleshed out in coordination with staff.
- 1-B Kickoff Meeting (All).** D&B will facilitate a meeting with County staff to review project objectives, discuss project issues and challenges, review the work plan and preliminary public engagement program, clarify responsibilities and expectations, and establish communication protocols. Prior to the meeting, the team will review relevant background information, plans and other documentation. The team will assemble a list of GIS, data, and information requests to review at the kick off meeting.
- 1-C Ongoing Project Management (D&B).** D&B will participate in bi-weekly check in meetings throughout the course of the project, maintaining the schedule and action

item list as needed for ongoing project management. Other team members may attend bi-weekly meetings on an as needed basis. The scope of work assumes ad hoc phone calls and email correspondence with staff for coordination through the project.

Meetings

Deliverables

- Kickoff Meeting

- Final Scope of Work
- Final Project Schedule
- Data Needs Memo to Staff
- Kickoff Meeting Summary

TASK 2: COMMUNITY ENGAGEMENT STRATEGY (D&B, PDC)

Objective: Develop and implement a comprehensive strategy to inform, engage, and solicit input from all segments of the community throughout the process. Recognize and build on the visioning work completed previously by local community groups while also meaningfully engaging other stakeholders in a conversation about the future of the SDC site. Establish and actively maintain communication with stakeholders and community members throughout the process.

We understand that successful outreach meets people where they are and provides meaningful opportunities for input that influences outcomes. A preliminary approach to community engagement is presented below, focused on identifying a community-wide vision for the future of the SDC site and soliciting input on the critical issues that will need to be addressed to implement the vision. The principal components are outlined below and the timing is shown on the schedule at the end of this section. This is a suggested program that includes a broad range of tested and proven methods, including community meetings, pop-up outreach at events around the community, online and social media engagement, and public meetings, as well as activities specifically targeted to engage youth, non-English speakers, mobility-impaired people, and other traditionally under-represented constituencies. As one of the first steps after award of contract, we will work with County staff and the CAC to refine the strategy and tailor it for the SDC Specific Plan process.

2-A Project Website and Branding (D&B). D&B will design a logo and branding to uniquely identify the SDC Specific Plan and establish visual unity across all project documents and products. D&B will also design a bilingual (English-Spanish) project website that will serve as the primary web portal for the Specific Plan. The site will serve four primary purposes: 1) provide general information about the project, such as purpose, schedule, “Specific Plan 101”, and FAQs; 2) serve as a regularly updated library of project documents, presentations, and meeting materials as they are completed; 3) alert the public to upcoming meetings and other means of participation; and 4) provide opportunities to engage and provide input in creative and convenient ways at any point in the process. Online engagement activities described below will be accessed from this site. The website will offer an option to subscribe to a project mailing list, which D&B will maintain. The mailing list will be

used to proactively inform community members of milestones, meetings, and the availability of key project documents.

- 2-B Native American Consultation (D&B).** Pursuant to SB18 and AB52, we will assist the County with tribal consultation, notifying the NAHC of the planning process and contacting tribal representatives in the planning area.
- 2-C Key Informant Interviews (D&B).** D&B and other team members will conduct 15 face-to-face interviews in small groups over two days at the outset of the project. These may include property owners, developers, business owners, public agency staff, elected officials, and others. This will elicit candid input on planning issues and give us a broad sense of the community, major issues of concern, deal breakers, desirables, and the political factors that may come into play.
- 2-D Community Advisory Committee (D&B, with team).** The County will convene a Community Advisory Committee (CAC) to serve as ambassadors for the project in the community and provide a forum for public discussion. We will work closely with the CAC throughout the process, relying on them to review draft documents, help guide policy direction, and provide recommendations to County decision-makers at critical junctures. It is anticipated that the CAC will meet 12 times over the course of the project. At an initial meeting, the CAC will review and the Draft Community Engagement Strategy and provide feedback with a view to refining it. While the background reports are being prepared, the CAC will host a speaker series (described below) that provides an opportunity to learn about key issues at hand and a forum for discussion. The CAC will also receive presentations on background conditions and will review and provide feedback on key project deliverables, including the land use/circulation/design alternatives; the preferred plan; and draft policies for the Specific Plan. Brief meeting summaries will be prepared and posted to the project website in English and Spanish.
- 2-E Speaker Series/Webinars (D&B, with PDC).** The D&B/PDC team will host a speaker series featuring subject matter experts on key issues for the SDC Specific Plan, such as real estate market trends, open space planning, and adaptive reuse of historic buildings. Speakers would be invited to speak before the CAC at up to four meetings while the background reports are being prepared, although meetings would be promoted and open to the community at large. Each meeting will be recorded and posted to the project website as an interactive on-demand webinar, allowing interested members of the public the opportunity to view the content and submit comments and questions.
- 2-F Technical Advisory Committee (D&B, with team).** The County will convene a Technical Advisory Committee (TAC) to advise on technical aspects of the plan and provide valuable insight on topics such as land use, circulation, housing, safety, and infrastructure. The D&B team will participate in up to 6 TAC meetings during the course of the project. The TAC will review and provide feedback on key project deliverables, including the background reports; the water supply assessment; the land use/circulation/design alternatives; the preferred plan; and the admin draft specific plan and focused studies. Brief meeting summaries will be prepared and posted to the project website in English and Spanish.

- 2-G Community Conversations (PDC).** The “community conversations” are interviews and small group discussions organized around a set of aspirational questions developed to elicit community input relative to phases of the project. The initial phase of questions will be tailored to asking about the kind of community that residents want to live in, what is important to them about their community, and what guidelines and actions they believe would help move their community toward the future they would like to see. Follow up community conversations build upon what is learned from phase one, engaging community members in concerns, preferences and recommendations for alternative site development plans, and a preferred project alternative. These face-to-face conversations would take place at community events and gathering places, as well as at scheduled meetings/focus groups arranged through referrals from the Community Advisory Committee, local organizations like Los Cien and other community members. PDC will conduct community conversation interviews at up to three events/locations to ensure Glen Ellen and Eldridge community participation, as well as organize and facilitate up to six small group conversations. Interviews and small group conversations will be conducted in both English and Spanish, and if appropriate, may be conducted online using video conference technology. PDC will recruit and train college students and/or youth leaders from Sonoma County to support community conversations work and related outreach. Summaries of community input will be prepared and posted to the project website in English and Spanish. Online engagement will be used at each phase to mirror the work of community conversations (see below).
- 2-H Community Workshops (D&B, with PDC).** The D&B/ PDC team will facilitate a total of five community workshops and one open house. It is anticipated that the first workshop will focus on identifying goals, principles, issues and opportunities; the second and third workshop will focus on evaluating land use, circulation and design alternatives; and the fourth and fifth will focus on building a Preferred Plan around which to craft the Public Review Draft. As requested in the RFP, a community open house will be held during the public review period for the Draft plan and EIR. Feedback from the CAC will be used to inform workshop format and engagement strategies. Small group facilitation, including facilitation in Spanish, will be part of each workshop design. Workshop summaries will be prepared and posted to the project website in English and Spanish. (Note: Simultaneous translation services for those with language or accessibility needs are not included in this budget proposal, although D&B/PDC will work with the County to identify vendors for these services if the need arises.)
- 2-I Online Engagement (D&B, with PDC).** Knowing that many residents lead busy lives and may not be able to set aside time to participate in person, we will design and disseminate one complementary online activities at two stages in the process – at the initial visioning/goals/principles and at the alternatives stage. We propose to use either a standard software platform (like SurveyMonkey) or Maptionnaire, an effective online tool which has the ability to integrate interactive images and mapping, allowing participants to engage with and comment directly on the material presented. D&B has used this tool on several specific plans, including very recently for University City in San Diego, gaining 1,600 responses. We will draft content and revise it based on staff feedback prior to launching activities. Feedback from the CAC

will be used to inform development of the activities, which will be accessed from the project website. The D&B team will provide social media content in English and Spanish for County staff and CAC members to push out through established channels.

- 2-J Communitywide Kick Off Event (D&B, with PDC).** In collaboration with County staff and the CAC, the D&B and PDC team will put on a multi-day community kickoff event early in the process. The objective is to host a variety of outreach activities at different times and in different locations so as to reach the widest possible audience and start the project with a splash. Outreach activities would include initial community conversations onsite and in surrounding locations; a site tour led by CAC members and/or local community groups that have been planning reuse of the site for years; and an initial online survey activity. D&B will prepare maps, graphics and other materials for the event as well as a promotional post card or flier. County staff will distribute the post card or flier via a direct mail campaign.

- 2-K E-Newsletters (D&B).** Electronic newsletters will be developed at key points in the process, distributed to the project mailing list, and posted on the project website. They will also be designed to be circulated more broadly, both through the County’s existing public outreach channels and in print form. A newsletter is an excellent vehicle for informing the public about the planning process, describing how they as community members can participate and presenting schedules, information about community workshops, key issues, plan alternatives, and policy recommendations. The newsletters will emphasize graphics, photos, and illustrations in order to be eye-catching and make the planning concepts easily understood. E-Newsletters will be prepared in English and Spanish.

- 2-L Decision-Maker Meetings (D&B).** County decisionmakers will be involved at key stages in the process, to receive community input and recommendations from the CAC, provide input and direction at key stages, and ensure there are no surprises at the end of the process. Two joint Planning Commission and Board of Supervisor meetings, two Planning Commission meetings, and two Board of Supervisor meetings are envisioned throughout the process, with an additional four hearings budgeted through the adoption process.

Meetings	Deliverables
<ul style="list-style-type: none"> • Community “Kickoff” to Engagement Event • Up to 6 community workshops/Open Houses • 15 In-Person stakeholder interviews • 12 CAC Meetings • 6 TAC Meetings • 6 Decision-Maker Meetings (10 total) 	<ul style="list-style-type: none"> • Refined Community Engagement Strategy; • Branding and Logo Package with Templates • Project Website • Development of Online Tools • Facilitation and Materials for Project Meetings • E-Newsletter • Display boards/maps (Hard and digital copies)

TASK 3: PLANNING AREA PROFILE AND BACKGROUND REPORT (TEAM)

Objective: Document existing conditions, opportunities, and constraints on the SDC site, drawing on previously prepared technical and specialized analyses to the extent feasible. Peer review available information and prior site-specific studies to identify gaps, focusing efforts on issues critical for promoting future investment and feasible development. Collect and organize data and information required for environmental review so as to streamline the process. Summarize findings in a user-friendly report that emphasizes maps and graphics and highlights key implications for the specific plan.

- 3-A Review of Background Data and Materials (Team).** The D&B team will review prior studies and relevant background materials to become thoroughly acquainted with prior work and focus efforts on areas where further study or updates are needed. D&B will establish a Dropbox folder for file sharing among the project team members.
- 3-B GIS Database and Basemap (D&B).** Using information from the County and focused field work, a GIS database of the planning area will be compiled, showing parcels, key natural features, and other information germane to the project. A planning area basemap will be created for use throughout the project. We assume the County will provide GIS information on land use (such as building area, housing units, improvements value, etc.), as available.
- 3-C Report Preparation.** A Planning Area Profile and Background Report will be prepared with the following chapters, each summarizing the relevant regulatory setting:
 - **Socio-Economic Profile (KMA).** KMA will prepare an overview of demographic, industry, and employment trends in Sonoma County, the Lower Sonoma Valley, and communities nearest the site. Building on prior analysis, the profile will identify key opportunities and constraints for reuse of the site to be explored further in the market study.
 - **Land Use and Public Services (D&B, with BKF).** Maps and text will summarize existing and planned land use on the SDC site and in the surrounding community of Glen Ellen. Public facilities, including schools, parks, and fire stations, will be mapped and opportunities and constraints will be identified.
 - **Architectural Resources (HWI and P&T).** Summarizing from and building on the prior studies, P&T will identify historic structures and places, and broadly define the architectural character of Sonoma Valley for a basis of future design guidelines. With extensive experience in adaptive reuse projects, HWI will review prior reports on structural condition of buildings on the SDC site and evaluate potential from an architectural design usability perspective through site visits and review of existing documentation and materials; this later effort will overlap with that of Task 5.
 - **Community Consultation (D&B).** Provide an overview of community consultation to date—including reports and statements prepared by community groups—and the preliminary goals, visions, constraints, and issues identified.

- **Existing Mobility and Travel Patterns (W-Trans).** The Sonoma Developmental Center Mobility Assessment: Existing Conditions report prepared in 2018 contains information regarding existing trip patterns, locations of the site’s existing parking supply, existing transit operations, the existing and planned bicycle network, and broad overviews of existing pedestrian facilities within designated “zones” of the SDC campus that can be carried forth into the background report.

W-Trans will update the vehicle miles traveled (VMT) estimates for the traffic analysis zone (TAZ) encompassing the SDC site using the latest version of the Sonoma County Transportation Authority’s (SCTA) travel demand model. Estimates of VMT per capita and per employee, as well as average vehicle trip lengths, will be summarized. W-Trans will expand upon the pedestrian circulation data contained in the 2018 SDC Mobility Assessment report, conducting field reviews to document where gaps in the sidewalk network exist. Impediments to pedestrian and bicycle connectivity, as well as physical conditions that discourage travel by non-motorized modes, will be identified, including access to employment, services, schools, commercial uses, and transit. The transportation infrastructure within the Plan area will be summarized by block including general description of roadway cross-section (including pedestrian, bicycle, and vehicle facilities), speed limits, crossing types, lighting, bus stops and amenities, and accessibility including presence of curb ramps. Existing transit routes and headways will be confirmed. Exhibits depicting the existing pedestrian, bicycle, and transit facilities will be included.

An expanded traffic analysis consistent with the County’s guidelines will be prepared, using updated counts obtained while area schools are in session and reflecting the existing limited uses at the SDC campus. The intersection analysis will include weekday a.m. and p.m. peak hour counts and level of service (LOS) assessments at 15 locations, focusing on the Arnold Drive corridor but also including key locations on the Highway 12 corridor that may be particularly affected by traffic destined to and from the SDC site. While the final selection of intersections will be made in consultation with County staff, the following intersections are suggested:

- Intersections on Sonoma Highway (SR 12): Warm Springs Road (Kenwood), Arnold Drive, Madrone Road, Boyes Boulevard, West Napa Street-Riverside Drive.
- Intersections on Arnold Drive: Warm Springs Road (Glen Ellen), Harney Street, Redwood Street, Madrone Road, Agua Caliente Road, Boyes Boulevard, West Verano Avenue, Petaluma Avenue.
- Intersections on SR 116: Arnold Drive, SR 121.

An arterial roadway segment LOS analysis using volume-to-capacity ratio metrics consistent with the County’s General Plan will be evaluated at six key locations, anticipated to include four locations on Arnold Drive and two locations on Sonoma Highway. 48-hour traffic counts including vehicle volume, speed, and classification

will be obtained at these six locations. An exhibit showing existing traffic volumes in the study area will be included. The final selection of study intersections and arterial segments will be made in collaboration with County staff. The existing parking supply in the core developed portion of the SDC site will be inventoried and summarized. The inventory will include all marked on-street parking spaces as well as marked spaces in parking lots.

- **Infrastructure Needs Assessment (BKF).** Much work related to mapping existing infrastructure has already been completed. BKF will provide a short summary synthesizing finding from previous evaluations, highlighting key issues related to serving future development needs.
- **Open Space and Natural Resources (WRA).** The 2018 SDC Existing Conditions Assessment catalogued biotic conditions on the site. WRA will succinctly summarize prior research and analysis and identify the natural resources values and functions for the open space areas on the SDC site. The report will highlight opportunities and constraints related to enhanced connectivity for biotic resources, water resources and recreational uses, with particular focus on the interface and relationship between the developed portions of the site and open space areas, which will be preserved.
- **Natural and Man-Made Hazards (Questa).** Drawing on publicly available data sources and site reconnaissance, Questa will build on prior studies to the SDC site's exposure to both natural and man-made hazards, paying particular attention to wildfire.

Meetings

Deliverables

-
- Draft and Final Profile and Background Report

TASK 4: DRAFT AND FINAL PROFILE AND BACKGROUND REPORT

Objective: Assess market demand and housing feasibility to inform development of the specific plan.

KMA will assess market demand for residential, commercial, mixed use, institutional, and open space/recreational development in the plan area. In performing the market assessment, KMA will analyze demographic and industry trends and estimate the plan area's potential share of market demand, drawing on the prior analysis and supplementing or updating as needed. KMA will work with the D&B team to evaluate the extent to which development opportunities can be accommodated by the reuse of existing buildings and infrastructure and to assess the relative advantages of reuse versus redevelopment. The results of this evaluation will be summarized in the market demand analysis report. KMA will also present the report and findings to the CAC and TAC.

Based on the findings of the market analysis, KMA will prepare a static pro forma to analyze the development economics of building prototypes prepared by the D&B team representing

potential key land uses. The pro forma analysis will focus on the economics of mixed-income housing and up to three non-residential land uses. The development pro forma will model development costs, income/sales revenue, and the supported land value for prototypes reflecting a range of land use mixes, building densities and heights, and levels of affordability. The purpose of the pro forma analysis is to understand the capacity of alternative development concepts to support the cost of providing affordable housing and other public benefits. Based on the findings of the analysis, KMA will identify potential policy and regulatory incentives to encourage the development of affordable housing in the plan area. The results of this evaluation will be summarized in a Development Feasibility Memorandum. KMA will also present the report and findings to the CAC and TAC.

Meetings

Deliverables

-
- Draft and Final Market Demand Analysis
 - Memorandum on Development Feasibility

TASK 5: ADAPTIVE REUSE POTENTIAL EVALUATION (HWI, P&T AND D&B)

Objective: Evaluate the potential for adaptive reuse, preservation, and redevelopment of existing structures in order to inform the development of alternatives and the decision on strategies to carry forward into the specific plan.

HWI will take the lead, collaborating with P&T and D&B, to evaluate the potential for adaptive reuse, preservation, and redevelopment of existing structures, with the goal of defining the intersection of historical significance and reuse/adaptability potential that will inform subsequent work. Building build upon the prior study of the SDC site and the studies developed in Task 4, recommendations for buildings and site features to preserve, demolition candidates, partial demolition candidates, and buildings with potential for modification will be identified and a preliminary cost/benefit analysis of the different approaches will be prepared. The findings of this evaluation to inform future development scenarios to be developed in Task 7 which will include a mixture of both reuse and redevelopment options including residential and commercial development opportunities that may affect the historic character of SDC. Development scenarios will include both the PEC building and Residence 140 which are currently the only two resources eligible for listing on State or National register.

Meetings

Deliverables

-
- Draft and Final Adaptive Reuse Potential Analysis

TASK 6: WATER SUPPLY ASSESSMENT (BKF)

Objective: Complete a water supply assessment consistent with the requirements of State law.

Based the land use mix and buildout assumptions of the preferred plan, BKF will prepare a water supply assessment (WSA) consistent with the requirements of SB 610 (California Water Code sections 10910 through 10915) and SB 221 (California Government Code section 66473.7), as applicable. The WSA will demonstrate the sufficiency of the Sonoma County Water Agency supplies to satisfy the water demands of the Plan, while still meeting the water existing and planned future commitments. The WSA will consider various water supply alternatives, including annexation to the valley of the Moon Water District, conversion to a private utility, and others. A draft of the WSA will be produced and reviewed with County staff and the TAC. Once vetted, BKF will revise the WSA to address comments from County staff and the TAC to prepare it for public release. BKF will also present key findings to the CAC.

Meetings

Deliverables

-
- Draft and Final WSA

TASK 7: PROJECT ALTERNATIVES AND ANALYSIS

Objective: Prepare and evaluate three distinct land use and circulation alternatives that respond to the existing conditions, opportunities, constraints identified in Tasks 3-5 as well as input received from the initial outreach and engagement with stakeholders. Represent the alternatives conceptually with illustrations and examples to facilitate understanding.

- 7-A Development Prototypes (HWI with D&B).** In collaboration with D&B, HWI will develop development up to eight building prototypes to illustrate the development potential of the alternative scenarios, representing varied development scenarios/zoning intensity. These prototypes will illustrate range of land use mixes, building densities/intensities, and heights, which will influence development potential and feasibility of implementing the desired prototypes. Along with these prototypes each scenario will include a set of development statistics and a planning level cost estimate which illustrates the construction costs per unit, and overall development cost at a planning level for the feasibility analysis to be completed by KMA in Task 4.
- 7-B Alternatives Report (D&B with team).** Based on the existing conditions analysis and community outreach, D&B will prepare three concepts for potential development in the planning area. These may include variations on elements such as land uses and mixes, retail location, building sizes and heights, adaptive reuse/demolition of existing structures, FARs/densities, open spaces, internal circulation/new streets, parking strategies, etc. Visualizations will be prepared for

each concept by inserting the prototypes produced into a SketchUp model depicting the urban design of public streets and spaces within the planning area. The model will aid in visualizing the general building massing and key streetscape and urban design elements of a walkable mixed-use neighborhood. We assume a total of nine 3D sketches across three alternatives as well as one eye-level animated “fly-through” of the 3D model for each alternative. Following staff review, the concepts will be finalized. D&B will prepare maps, tables, and buildout numbers for potential opportunity sites. Based these materials, the D&B team will prepare an alternatives report to assess the relative pros and cons of each alternative concept, considering transportation, infrastructure components/capacity, public service delivery, open space, environmental impacts, community health, and ability to achieve project objectives.

A comparative analysis of multimodal circulation will be conducted for alternatives. Evaluation criteria will include pedestrian and bicycle connectivity within the site, level and convenience of transit service including onsite shuttles if appropriate, multimodal connectivity to existing and planned networks beyond the site, influences of parking strategies, VMT metrics, and arterial roadway segment LOS projections for the six selected roadway segments. The analysis of non-auto modes will include a mix of qualitative and quantitative factors, with the quantitative component including a multimodal level of service (MMLOS) evaluation for the segment of Arnold Drive through the SDC campus (the MMLOS methodology will be the same as that used during the planning process for the nearby Springs Specific Plan, which is based on methods developed by the City of Carlsbad). The VMT evaluation will consider both per capita and per employee metrics and will be based on SCTA model runs with adjustments to account for the components of each alternative that could substantially affect auto travel behavior and trip lengths. The VMT estimates for each alternative will be compared to existing local and regional values.

BKF will provide a high-level demand forecasts to assess the impact of up to three alternatives on the utility systems. Based on the demand, make recommendations on how to improve utility systems or identify future studies that may be needed to analyze, evaluate, and determine impacts to the systems.

Meetings

Deliverables

-
- Development Prototypes
 - Draft Alternatives Report

TASK 8: PRESENTATION OF PROJECT ALTERNATIVES AND ANALYSIS

Objective: Explore the alternatives with stakeholders and community members through a range of outreach events to build consensus around a preferred plan concept.

A draft of the Alternatives Report will be produced and reviewed with County staff and the TAC. Once vetted, the D&B team will revise the report to address comments from County staff and the TAC to prepare it for public release. As described in Task 2 above, the alternatives

will be explored with a range of stakeholders through a variety of outreach activities, including CAC meetings, TAC meetings, community conversations, community workshops, and online survey activities. The objective of these outreach activities is to identify and build consensus around a preferred plan concept.

Meetings	Deliverables
<ul style="list-style-type: none"> Facilitation of Community, TAC and CAC Meetings 	<ul style="list-style-type: none"> Development of all meeting materials, including notice, flyers, slides, handouts, web information, display boards, graphics etc. (hard and digital copies).

TASK 9: SPECIFIC PLAN ADMIN DRAFT AND FOCUSED STUDIES

Objective: Prepare a first full draft of the SDC Specific Plan, incorporating major substantive content developed in prior tasks.

The D&B team will prepare an Admin Draft Specific Plan in conformance with State law, supplemented with focused studies that build on the work completed in prior tasks. Content of the Admin Draft will include:

- **Introduction and Context (D&B).** Description of the planning area, existing uses, opportunities and constraints. Recap of the planning process will be provided. Relationship to the General Plan and relationship of the EIR to subsequent development, including opportunities for tiering and streamlining, will be described.
- **Plan Vision and Goals (D&B).** Recognizing that a clear and compelling vision can be a powerful marketing tool, the plan will lay out an engaging vision and a roadmap for achieving, with overarching goals in synch with community aspirations.
- **Land Use (D&B).** Distribution, location and extent of proposed land uses. Land use designations, permitted mixes, and development intensities. Development potential, including market-rate and affordable housing units, building square footage, population and job projections. Land use and zoning maps will be provided. Illustrations and photo simulations illustrating future development will be included.
- **Open Space and Resource Conservation (D&B with WRA).** Establish a framework of goals, policies and actions for open space and natural resource conservation and identify allowable and beneficial uses on the SDC site. Particular focus will be paid to the interface between the natural and built environments on the site, in view of the location of the site at a pinch point on the Sonoma Valley Wildlife Corridor.
- **Mobility and Access (D&B with BPD and W-Trans).** Any intersection, roadway, and bicycle and pedestrian movement, and other improvements will be identified. Guidelines will be provided, identifying entrances/ gateways to the community, loading drop-off and pick-up locations, transit access, pedestrian and bicycle

facilities, and primary vehicular routes. Proposed cross-sections based on the travel demand needs for the proposed land uses will be developed. A comprehensive set of policies addressing pedestrian, bicycle, auto, parking, transit mobility, travel demand management, and access for people of all ages and abilities will be developed. D&B, with W-Trans assistance, will also develop parking standards.

- **Utilities and Infrastructure (D&B with BKF).** Based on the utility demand forecast for the preferred plan, BKF will make recommendations on how to improve utility systems or identify future studies that may be needed to analyze, evaluate, and determine impacts to the systems. The analysis will consider the age, potential condition and capacity of utilities as well as the cost to relocate them. Public infrastructure improvements as well as private development improvements for public use will be described. A description will be included noting how infrastructure might be phased to accommodate development proposed in the planning area.
- **Development Standards and Design Criteria (D&B, HWI, BPD).** D&B will prepare complete use and development standards and illustrative design guidelines, including parking standards and guidelines. HWI will develop architectural design standards and design guidelines for building prototypes. Street and streetscape improvements, public realm improvements and policies (e.g. Complete Streets, frontage street types, on-street parking, "Green Street" Stormwater Management Opportunities, Lighting and Street Furnishings, Planting Character and Materials etc.), implementation and phasing, signage standards, supporting sketches and diagrams will also be provided. Text will incorporate and reference graphic materials prepared previously in the process as applicable.
- **Implementation and Financing Plan (D&B with KMA and BKF).** In coordination with KMA and BKF, D&B will develop a program of implementation measures coordinated with the County's CIP. BKF will determine an order of magnitude construction cost for the infrastructure improvements. KMA will evaluate top-level feasibility of infrastructure financing for the plan area, considering the infrastructure cost burden within the context of the real estate value created by the specific plan. Using concept-level cost estimates provided by BKF, KMA will identify whether the infrastructure cost burden is likely to be financeable.

This Infrastructure Financing Review will provide a "reality check" for the plan. Also, as part of this task, KMA will prepare a qualitative assessment of potential funding sources for public facilities and public services in the plan area based on the type and cost of improvements identified by the team. The assessment will consider options for special assessment districts, tax increment financing, as well as impact fees, state and federal grants, and private development contributions.

- **Administration (D&B).** Description of any fees, amendment procedures, development review procedures, and County departments and agencies responsible for Specific Plan implementation and reporting.

Meetings

Deliverables

-
- Admin Draft/ Screencheck Specific Plan and Focused Studies (hard and digital copies)

TASK 10: PUBLIC REVIEW DRAFT PLAN

Objective: Prepare a graphically rich plan that serves as a user-friendly guide for development and preservation in the planning area. Facilitate public review of the Draft Plan.

Following review of the Admin Draft Specific Plan and focused studies by County staff and the TAC, the D&B team will revise the report to address comments to prepare it for public release. As described in Task 2 above, the Public Review Draft Plan will be presented to the community at a CAC meeting, a community open house, and online. This outreach will be an opportunity for community members to see how their input has been considered in development of the Plan and to comment on the Draft before it is presented to decision-makers.

Meetings

Deliverables

- Meeting facilitation and materials (digital & hard copies)
- Planning Commission workshop/hearing facilitation and materials (digital & hard copies)
- Public Review Draft Specific Plan

TASK 11: ENVIRONMENTAL REVIEW

Objective: Prepare a programmatic Environmental Impact Report (EIR) to analyze and mitigate the potential impacts of implementing the Specific Plan. Structure the work plan to streamline environmental review and facilitate timely completion of the project. Prepare the Draft Plan and EIR in parallel to the greatest extent possible so that significant impacts can be mitigated through Plan policies, creating a “self-mitigating plan.”

11-A NOP and Scoping (D&B). D&B will prepare a NOP to be submitted to all responsible and trustee agencies and to the public, informing them that the County is initiating the environmental review required for the Specific Plan. During the 30-day scoping period, a public meeting will be held to take comments on issues to be addressed in the EIR. D&B will coordinate with County staff on the meeting format. D&B will summarize NOP comments received in a Memorandum to be provided to the team.

11-B Technical Analysis and Special Studies (D&B, with Questa, WRA, W-Trans, P&T, CSA). To streamline the overall project timeline, the environmental analysis will draw on technical analysis and special studies prepared in prior tasks to the extent possible. Subject matter experts will prepare the individual chapters of the Draft EIR, summarizing relevant data and information and providing full detail in appendices.

Traffic analysis will be based on VMT metrics rather than LOS and that the County of Sonoma will have adopted VMT significance thresholds by the July 1, 2020 deadline established by the State. Methodologies and modeling techniques to be used in the circulation analysis will be confirmed with County staff prior to commencement of analysis. Noise analysis will assess future traffic noise levels based on projected development associated with the plan area. Graphic noise contour mapping for existing conditions and projected development scenarios will be produced. Air Quality and GHG emissions analysis will be conducted using CalEEMod to estimate emissions emitted by vehicles operated on existing roadways under both existing conditions and future buildout conditions. If CO modeling is warranted, BAAQMD-approved models and ARB emission factors will be used to estimate CO concentrations at up to three intersections analyzed in the traffic study. A visual assessment consistent with County Guidelines will be conducted with photo simulations at up to 3 locations.

11-C Prepare Draft EIR (D&B, with Questa, WRA, W-Trans, P&T, CSA). D&B will prepare a project description that outlines the components of the Specific Plan and provides quantified projections of the population, housing, and employment that would result from implementation. Development of mitigation measures and policies concurrently will be an iterative process in concert with finalization of the Specific Plan, such that goals, policies, and implementation measures can be used as mitigation measures, where appropriate, to ensure the Plan is self-mitigating to the extent possible. The project description will form the basis for the environmental analysis and will be submitted to County staff for review prior to commencing work on the technical analysis.

The D&B team will prepare an Administrative Draft, Screencheck and Public Review Draft EIR. To streamline environmental review and optimize the timeline for completion of the project, the analysis will draw on the special studies described above, as well as technical and specialized analyses prepared in previous tasks. The Administrative Draft EIR will contain the following chapters:

- Introduction
- Executive Summary
- Project Description
- Environmental Analysis

It is anticipated the EIR will evaluate the issue areas listed as follows.

- Agricultural Resources
- Air Quality
- Biological Resource
- Climate Change/Greenhouse Gases
- Cultural/Historic Resources

- Geology, Soils and Mineral Resources
 - Hazards and Public Safety
 - Hydrology, Water Quality and Flooding
 - Land Use, Planning and Population/Housing
 - Noise and Vibration
 - Public Services and Water Supply
 - Public Utilities and Energy
 - Transportation and Circulation
 - Visual Resources
 - Parks and Recreation
 - Tribal Cultural Resources
- **Other CEQA Considerations.** The EIR will discuss growth inducement, irreversible commitment of resources, and issues that were found not to be significant during the scoping process.
 - **Alternatives.** The EIR will address a minimum of three alternatives that could feasibly attain the basic project objectives. Determination of specific alternatives will be done in coordination with County staff, and it is anticipated that some of the alternatives developed earlier in the planning process will be used to develop feasible alternatives for the EIR. Following approval of the Screencheck Draft EIR, the D&B team will coordinate with the County for the publication and public review of the Draft EIR.

11-D Prepare Final EIR and MMRP (D&B). After close of the 45-day comment period, D&B will bracket and number each individual comment received within each comment letter and any comments received during the public hearing and will prepare responses to each comment. D&B will also prepare the MMRP, following the County’s format and including each mitigation measure identified, timing, entity responsible for implementation, and method of compliance. A draft of the MMRP will be provided with the Admin FEIR. D&B will prepare an Admin and Screencheck Draft FEIR for internal review along with a Final document for circulation ahead of hearings.

Meetings

- Scoping Meeting facilitation

Deliverables

- Notice of Preparation
- Meeting materials and handouts
- Summary Report of scoping comments
- Draft and Final Program EIR and Mitigation Monitoring and Reporting Program (hard and digital copies)

TASK 12: PRESENT FINAL SPECIFIC PLAN AND EIR

Objective: Assist staff with required review, attending hearings to present the Plan, EIR, and associated analyses and answer questions as needed.

12-A Public Hearings (D&B, with team). The Draft Specific Plan and Final EIR will be presented at hearings before the Planning Commission and Board of Supervisors. We assume a total of 4 hearings. We will closely coordinate with County staff prior to the hearings to ensure that our presentations respond to specific questions and issues likely to be encountered during the hearings.

12-B Prepare Board-Approved Specific Plan (D&B). Following certification of the EIR and adoption of the Specific Plan, a final version of the Plan will be prepared, incorporating any final direction from the Board of Supervisors.

Meetings	Deliverables
<ul style="list-style-type: none"> Attendance at Four Hearings 	<ul style="list-style-type: none"> Preparation of Hearing materials, slides, handouts, diagrams, etc. Final Specific Plan (hearing copies) Final Program EIR and Mitigation Monitoring Plan (hearing copies) The Specific Plan, final approved version Certified Program EIR and Mitigation Monitoring and Reporting Program

OPTIONAL TASK: LIMITED PHASE II ENVIRONMENTAL INVESTIGATION (QUESTA)

Questa’s proposed scope of services to complete the limited Phase II Environmental Investigation will include the following tasks:

- (1) Project management and work plan development;
- (2) USA Dig notification and marking of boreholes;
- (3) Preparation of Encroachment and Drilling permit applications (if required), Traffic Control Plan, Health and Safety Plan for submittal to required agencies of Sonoma County and Permit fees to required entities;
- (4) Drilling/sampling (Drill rig and crew) of 4 to 8 total boreholes, to depths of approximately 10 to 20 feet; backfill of holes with Portland cement grout in accordance with permit requirements. Borehole locations will be mapped using a hand-held GPS device;
- (5) Disposal of drill spoils for 4 to 8 boreholes; additional testing may be required for contaminated soils disposal;
- (6) Traffic control/health and safety during drilling (Technician and materials);
- (7) Field Engineer/Geologist logging of- and sample collection from- boreholes including groundwater depth measurements, if present;
- (8) Laboratory analytical testing will be performed on select soil samples for the presence of chemical or metals contamination. Tested constituents may include total petroleum hydrocarbons (TPH) as gasoline, diesel, motor oil, the metals lead and arsenic, volatile organic compounds, and others as deemed appropriate.
- (9) Data developed in the investigation will be reviewed and analyzed and results will be presented on borehole logs and summary tables

which will be drafted for inclusion in the summary report; and (10) Preparation of a summary report including the results of the subsurface investigation, a borehole location map, a summary of the materials encountered in the boreholes, borehole logs, results of the testing for contaminants, and conclusions regarding the results of the investigation.

COST ESTIMATE

Estimated costs for the will be approximately \$22,500.00 to complete an investigation that includes one day drilling (approximately 4 to 5 boreholes) and \$32,500.00 for an investigation that includes 2 days of drilling (7 to 8 boreholes). Questa will perform the work on a time-and-expenses basis in accordance with its Schedule of Fees. A retainer in the amount of \$5,000.00 to pay for permits and the first day of drilling costs will be required.

SCOPE OF WORK/BUDGET ASSUMPTIONS

Our Scope of Work/Budget are based on the following assumptions:

- *Meeting Attendance.* The budget assumes attendance at meetings as shown in the Scope of Work. Meetings with County Staff will occur as needed throughout the planning process, as specified. All meetings are assumed to be attended by D&B, with sub-consultant attendance as noted or as required. Costs of additional meeting attendance would be on a time and materials basis if requested; such costs are not included within the guaranteed maximum fee.
- *Consolidated Comments and Direction.* Unless otherwise noted in in the Scope of Work, County staff will provide a single set of consolidated, non-conflicting comments on the review drafts of all documents. Unless otherwise specified, each product will be finalized following one round of staff review; additional iterations and reviews will be considered additional service.
- *Presentations, Agendas, Meetings Summaries.* PDC or D&B will prepare agendas, handouts, presentations, and meeting summaries for all public meetings. PDC or D&B will also prepare agendas and presentations for all decision-maker meetings that we attend. As decision-maker meetings are structured around review of products, these products would be forwarded to County staff in advance of the meetings. We assume that County staff will be responsible for staff reports.
- *Electronic Files.* Electronic files of all documents will be provided in PDF and Word via email or file transfer service. PDFs will be provided in high-resolution print format and lower-resolution web-compatible format, as appropriate. D&B will also provide native electronic files of all documents created by the consultant team upon completion of the project – these may be in Word or for graphic-intensive documents, in Adobe InDesign. Maps will be provided in Illustrator or ArcGIS format, depending on native format.
- *Printed Copies.* Six (6) hard copies of final reports and Specific Plan document will be provided. Only electronic copies of all other documents will be provided.
- *Final EIR Effort.* Because the effort to prepare the Final EIR (Response to Comments on the Draft EIR) is not predictable in advance, our budget assumes that 90 hours of

consultant time. In our experience, this will be sufficient for a project of the scale of the SDC Specific Plan.

- *EIR Filing Fees.* The County will be responsible for paying all EIR filing fees; these are not included in the budget.
- *Increased Costs Due to Delay and Suspension.* Should the project extend beyond December of 2021, for no fault of consultant, the budget for remaining work would be adjusted to account for change in costs/billing rates (based on change in the San Francisco CPI). Should the project be suspended for longer than three months for no fault of consultant, the County and consultant will confer if additional re-start costs are necessary.

Exhibit B: Budget for Sonoma Developmental Plan and EIR

HOURS BY TASK

	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	Task 8	Task 9	Task 10	Task 11	Task 12	TOTAL
	Project Orientation & Kick Off	Community Engagement Strategy	Profiles and Background Report	Market Demand Study	Adaptive Reuse Potential Evaluation	Water Supply Assessment	Project Alternatives	Presentation of Alternatives (mgs in Task 2)	Admin Draft Specific Plan and Studies	Public Review Draft Plan	Environmental Review	Present Final Plan and EIR	
Dyett & Bhatia													
R. Bhatia, Partner in charge/PM	18	154	64	4	24		120	8	100	12	83	32	619
A. Hill, Assistant PM	24	298	92	2	12	6	98	6	180	18	224	12	972
Senior Associate	12	72	42		6		86		88		32		338
Associate	16	168	105				150		125	6	118	8	696
Urban Designer/Planner	8	232	100			8	123	24	226	24	556	12	1,313
GIS/Graphic Design	16	156	98				36		54	8	98	8	474
Project Assistant	6	42	20				24	12	32	12	102	12	262
Sub-Total	100	1,122	521	6	42	14	637	50	805	80	1,213	84	4,674
Public Dialogue Consortium													
Principal - Linda Blong	4	110											114
Associate Principal - Jennifer Mair	4	158											162
Senior Associate - Shawn Spano		10											10
Associate		42											42
Sub-Total	8	320	0	0	0	0	0	0	0	0	0	0	328
Hornberger + Worstell													
Burton Miller	2				28		14		28				72
Jim Degener	6				56		28		56				146
Project Support Staff					6		2		7				15
Sub-Total	8	0	0	0	90	0	44	0	91	0	0	0	233
Wildlife Research Associates													
Principal-D Spicher	2		1				1				4	2	10
Associate Principal-M Richmond	6		4				2				8	8	28
Senior Associate-J Baas	6	48	4						2			4	64
Assoc Env. Planner-P Curfman	8		24				8		4		8	8	60
Assoc LArch-R Prange	8		8										16
Senior Associate-A Arthur			16				8				32	8	64
Senior Associate-J Yakich			16				8				24	8	56
GIS Analyst-S Gillespie			8				4				16		28
Sub-Total	30	48	81	0	0	0	31	0	6	0	92	38	326
Keyser Marston Associates													
Managing Principal/ PIC	2	4	2	25					30				63
Principal/ Project Manager	6	4	6	82					44				142
Associate			10	85									95
Senior Analyst			2	5									7
Administrative			2	3									8
Sub-Total	8	8	22	200	0	0	0	0	77	0	0	0	315
Whitlock & Weinberger													
Senior Principal	1		2		6				6		3	2	20
Principal	16	14	19		40				31		28	16	164
Senior Planner	17	16	24		30				35		21	7	150
Associate Engineer			9		48				7		6		70
Assistant Planner	2	7	65		44				58		49	5	230
Admin/Graphics	2		37		22				3		13	3	80
Sub-Total	38	37	156	0	190	0	0	0	140	0	120	33	714
Questa Engineering													
Principal	8	16	10								8	2	44
Principal/Sr. Hydrologist	0		10						10		10	2	22
Senior Engineering Geologist	8		36								32	4	80
Staff Engineer/Hydrologist	0		32								24	4	60
Staff Engineer	8		54								60	4	126
Technical Writer	0		6								4	2	12
Drafting	0		6								4	2	12
Sub-Total	24	16	154	0	0	0	0	0	0	0	142	20	356
BKF Engineering													
Principal	1								4	1		2	8
Senior Associate	2		4			8	10		10	4		2	40
Project Manager	8		24			60	60		40	20		12	224
Engineer III			32			80	80		68	24		16	300
Engineer I						16	26		4				46
Technician II							16						16
Project Assistant	4		8			4			12	12			40
Sub-Total	15	0	68	0	0	168	192	0	138	61	0	32	674
Page & Turnbull													
Principal	8	4	11		10		10		12		4	4	63
Associate Principal	10	4	11		30		20		20		8	4	107
Staff	6		2		40		20		40		12	8	128
Sub-Total	24	8	24	0	80	0	50	0	72	0	24	16	298
Bottomley Design & Planning													
Principal	12	24	8				16		12				72
Associate Urban Designer	16	10	12				40		16				94
Design Draftsperson	8		32				48		36				124
Sub-Total	36	34	52	0	0	0	104	0	64	0	0	0	290
Charles Salter & Associates													
Vice President	8	6	3								9	4	30
Associate			18								22	4	44
Senior Consultant			12								10		22
Consultant			8										8
Sub-Total	8	6	41	0	0	0	0	0	0	0	41	8	104
TOTAL HOURS	299	1,615	1,095	206	402	182	1,058	50	1,393	141	1,632	231	8,312

Note: Hours and Budget by Task are for informational purposes only. Dyett & Bhatia reserves the right to reallocate these provided the overall budget does not change.

Exhibit B: Budget for Sonoma Developmental Center Specific Plan and EIR

BUDGET BY TASK

	Hourly Rate	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	Task 8	Task 9	Task 10	Task 11	Task 12	TOTAL
		Project Orientation & Kick Off	Community Engagement Strategy	Profiles and Background Report	Market Demand Study	Adaptive Reuse Potential Evaluation	Water Supply Assessment	Project Alternatives	Presentation of Alternatives (mgs in Task 2)	Admin Draft Specific Plan and Studies	Public Review Draft Plan	Environmental Review	Present Final Plan and EIR	
Dyett & Bhatia														
R. Bhatia, Partner in charge/PM	\$ 240	\$ 4,320	\$ 36,960	\$ 15,360	\$ 960	\$ 5,760	\$ -	\$ 28,800	\$ 1,920	\$ 24,000	\$ 2,880	\$ 19,920	\$ 7,680	\$ 148,560
A. Hill, Assistant PM	220	5,280	65,560	20,240	440	2,640	1,320	21,560	1,320	39,600	3,960	49,280	2,640	213,840
Senior Associate	160	1,920	11,520	6,720	-	960	-	13,760	-	14,080	-	5,120	-	54,080
Associate	140	2,240	23,520	14,700	-	-	-	21,000	-	17,500	840	16,520	1,120	97,440
Urban Designer/Planner	125	1,000	29,000	12,500	-	-	1,000	15,375	3,000	28,250	3,000	69,500	1,500	164,125
GIS/Graphic Design	125	2,000	19,500	12,250	-	-	-	4,500	-	6,750	1,000	12,250	1,000	59,250
Project Assistant	95	370	3,295	1,900	-	-	-	2,280	1,140	3,040	1,140	2,690	1,140	24,920
Direct Cost	-	150	15,000	-	-	-	-	250	250	1,500	750	2,750	-	20,650
Sub-Total	17,480	205,050	83,670	1,400	9,360	2,320	107,525	7,630	133,220	14,320	183,030	17,830	-	782,835
Public Dialogue Consortium														
Principal - Linda Blong	175	700	27,650	-	-	-	-	-	-	-	-	-	-	28,350
Associate Principal - Jennifer Mair	155	620	1,550	-	-	-	-	-	-	-	-	-	-	2,170
Senior Associate - Shawn Spano	185	-	7,770	-	-	-	-	-	-	-	-	-	-	7,770
Associate	85	-	27,200	-	-	-	-	-	-	-	-	-	-	27,200
Direct Cost	-	-	2,500	-	-	-	-	-	-	-	-	-	-	2,500
Sub-Total	1,320	66,670	-	-	-	-	-	-	-	-	-	-	-	67,990
Hornberger + Worstell														
Burton Miller	330	660	-	-	-	9,240	-	4,620	-	9,240	-	-	-	23,760
Jim DeGener	200	1,200	-	-	-	11,200	-	5,600	-	11,200	-	-	-	29,200
Project Support Staff	135	-	-	-	-	810	-	270	-	945	-	-	-	2,025
Sub-Total	1,860	-	-	-	-	21,250	-	10,490	-	21,385	-	-	-	54,985
Wildlife Research Associates														
Principal-D Spicher	213	426	-	213	-	-	-	213	-	-	-	852	426	2,130
Associate Principal-M Richmond	213	1,278	-	852	-	-	-	426	-	-	-	1,704	1,704	5,964
Senior Associate-J Baas	213	1,278	10,224	852	-	-	-	-	-	426	-	-	852	13,632
Assoc Env. Planner-P Curfman	174	1,392	-	4,176	-	-	-	1,392	-	696	-	1,392	1,392	10,440
Assoc LArch-R Prange	168	1,344	-	1,344	-	-	-	-	-	-	-	-	-	2,688
Senior Associate-A Arthur	168	-	-	2,688	-	-	-	1,344	-	-	-	5,376	1,344	10,752
Senior Associate-J Yakich	190	-	-	3,040	-	-	-	1,520	-	-	-	4,560	1,520	10,640
GIS Analyst-S Gillespie	162	-	-	1,296	-	-	-	648	-	-	-	2,592	-	4,536
Sub-Total	5,718	10,224	14,461	-	-	-	-	5,543	-	1,122	-	16,476	7,238	60,782
Keyser Marston Associates														
Managing Principal/ PIC	280	560	1,120	560	7,000	-	-	-	-	8,400	-	-	-	17,640
Principal/ Project Manager	250	1,500	1,000	1,500	20,500	-	-	-	-	11,000	-	-	-	35,500
Associate	168	-	-	1,675	14,238	-	-	-	-	-	-	-	-	15,913
Senior Analyst	150	-	-	300	750	-	-	-	-	-	-	-	-	1,050
Administrative	80	-	-	160	240	-	-	-	-	240	-	-	-	640
Direct Cost	-	-	-	1,000	-	-	-	-	-	-	-	-	-	1,000
Sub-Total	2,060	2,120	4,195	43,728	-	-	-	-	-	19,640	-	-	-	71,743
Whitlock & Weinberger														
Senior Principal	285	285	-	570	-	1,710	-	-	-	1,710	-	855	570	5,700
Principal	200	3,200	2,800	3,800	-	8,000	-	-	-	6,200	-	5,600	3,200	32,800
Senior Planner	175	2,975	2,800	4,200	-	5,250	-	-	-	6,125	-	3,675	1,225	26,250
Associate Engineer	125	-	-	1,125	-	6,000	-	-	-	875	-	750	-	8,750
Assistant Planner	110	220	770	7,150	-	4,840	-	-	-	6,380	-	5,390	550	25,300
Admin/Graphics	100	200	-	3,700	-	2,200	-	-	-	300	-	1,300	300	8,000
Direct Costs: Traffic Data Collection; SCTA Modeling Fees	-	-	-	4,000	-	4,000	-	-	-	2,000	-	5,000	-	15,000
Sub-Total	6,880	6,370	24,545	-	32,000	-	-	-	-	23,590	-	22,570	5,845	121,800
Questa Engineering														
Principal	195	1,560	3,120	1,950	-	-	-	-	-	-	-	1,560	390	8,580
Principal/Sr. Hydrologist	190	-	-	1,900	-	-	-	-	-	-	-	1,900	380	4,180
Senior Engineering Geologist	180	1,440	-	6,480	-	-	-	-	-	-	-	5,760	720	14,400
Staff Engineer/Hydrologist	110	-	-	3,520	-	-	-	-	-	-	-	2,640	440	6,600
Staff Engineer	100	800	-	5,400	-	-	-	-	-	-	-	6,000	400	12,600
Technical Writer	90	-	-	540	-	-	-	-	-	-	-	360	180	1,080
Drafting	100	-	-	600	-	-	-	-	-	-	-	400	200	1,200
Sub-Total	3,800	3,120	20,390	-	-	-	-	-	-	-	-	18,620	2,710	48,640
BKF Engineering														
Principal	246	246	-	-	-	-	-	-	-	984	246	-	492	1,968
Senior Associate	220	440	-	880	-	-	1,760	2,200	-	2,200	880	-	440	8,800
Project Manager	204	1,632	-	4,896	-	-	12,240	12,240	-	8,160	4,080	-	2,448	45,696
Engineer III	174	-	-	5,568	-	-	13,920	13,920	-	11,832	4,176	-	2,784	52,200
Engineer I	134	-	-	-	-	-	2,144	3,484	-	536	-	-	-	6,164
Technician II	136	-	-	-	-	-	-	2,176	-	-	-	-	-	2,176
Project Assistant	82	328	-	656	-	-	328	-	-	984	984	-	-	3,280
Sub-Total	2,646	-	12,000	-	-	-	30,392	34,020	-	24,696	10,366	-	6,164	120,284
Page & Turnbull														
Principal	240	1,920	960	2,640	-	2,400	-	2,400	-	2,880	-	960	960	15,120
Associate Principal	150	1,500	600	1,650	-	4,500	-	3,000	-	3,000	-	1,200	600	16,050
Staff	125	750	-	240	-	5,000	-	2,500	-	5,000	-	1,500	1,000	16,000
Direct Cost	-	200	-	500	-	500	-	250	-	250	-	200	100	2,000
Sub-Total	4,370	1,560	5,040	-	-	12,400	-	8,150	-	11,130	-	3,860	2,660	49,170
Bottomley Design & Planning														
Principal	220	2,640	5,280	1,760	-	-	-	3,520	-	2,640	-	-	-	15,840
Associate Urban Designer	120	1,920	1,200	1,440	-	-	-	4,800	-	1,920	-	-	-	11,280
Design Draftsperson	100	800	-	3,200	-	-	-	4,800	-	3,600	-	-	-	12,400
Direct Cost	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sub-Total	5,360	6,480	6,400	-	-	-	-	13,120	-	8,160	-	-	-	39,520
Charles Salter & Associates														
Vice President	325	2,600	1,950	975	-	-	-	-	-	-	-	2,925	1,300	9,750
Associate	225	-	-	4,050	-	-	-	-	-	-	-	4,950	900	9,900
Senior Consultant	195	-	-	2,940	-	-	-	-	-	-	-	1,950	-	4,890
Consultant	170	-	-	1,360	-	-	-	-	-	-	-	-	-	1,360
Direct Cost	-	-	-	400	-	-	-	-	-	-	-	-	-	400
Sub-Total	2,600	-	1,950	9,125	-	-	-	-	-	-	-	9,825	2,200	25,700
TOTAL FEE	54,094	303,544	179,826	45,128	75,010	32,712	178,848	7,630	242,943	24,686	254,381	44,647	-	1,443,449

Note: Hours and Budget by Task are for informational purposes only. Dyett & Bhatia reserves the right to reallocate these provided the overall budget does not change.

Exhibit C

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

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

1. Workers Compensation and Employers Liability Insurance

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

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

2. General Liability Insurance

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

- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Consultant and include a “separation of insureds” or “severability” clause which treats each insured separately.
- h. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.

3. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

4. Professional Liability/Errors and Omissions Insurance

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

5. Standards for Insurance Companies

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

6. Documentation

- a. The Certificate of Insurance must include the following reference: **19-20-004 Sonoma Developmental Center.**
- 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 and Resource Management Dept
2550 Ventura Ave
Santa Rosa, CA 95403

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

7. Policy Obligations

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

8. Material Breach

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