

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ("Agreement"), dated as of September 27th, 2022 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Ascent Environmental, Inc., a California corporation (hereinafter "Consultant").

R E C I T A L S

WHEREAS, Consultant represents that it is a duly qualified environmental, climate change, natural resources, and urban design/planning firm experienced in the preparation of environmental impact reports and related services; and

WHEREAS, in the judgment of the Director of Permit Sonoma, it is necessary and desirable to employ the services of Consultant for a programmatic environmental impact report and economic analysis for the County of Sonoma's Comprehensive Cannabis Ordinance Update.

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

A G R E E M E N T

1. Scope of Services.

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

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

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

accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with County to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

- a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from County.
- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.
- c. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

2. Payment. For all services and incidental costs required hereunder, Consultant shall be paid a lump sum amount of \$623,238 in accordance with Exhibit B, attached hereto and incorporated herein by this reference, regardless of the number of hours or length of time necessary for Consultant to complete the services. Consultant shall not be entitled to any additional payment for any expenses incurred in completion of the services. Exhibit B includes a breakdown of costs used to derive the lump sum amount, including but not limited to hourly rates, estimated travel expenses and other applicable rates.

Consultant shall submit monthly invoices based on the percentage of progress toward completing particular tasks and subtasks based on the costs included in Exhibit B. Consultant shall submit its bill[s] for payment in a form approved by County's Auditor and the Head of the County Department receiving the services. The bill[s] shall identify the services completed, the amount charged, and the calculation of the percent complete of the tasks, subtasks, and overall project.

Unless otherwise noted in this Agreement, payments shall be made within the normal course of County business after presentation of an invoice in a form approved by the

County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

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

3. Term of Agreement. The term of this Agreement shall be from September 27th, 2022 to March 31st, 2025 unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

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

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

4.3 Delivery of Work Product and Final Payment Upon Termination.

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

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

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

5. Indemnification. Consultant agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to Consultant's or its agents', employees', contractors', subcontractors', or invitees' negligent performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Consultant's or its agents', employees', contractors', subcontractors', or invitees' negligent performance or obligations under this Agreement. Consultant's obligations under this Section apply whether or not there is concurrent or contributory negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts. The above defense and indemnity obligations shall be limited, with respect to any design professional services provided and to the extent required by Civil Code section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional.

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

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

8. Work

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

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

8.3 Alternate Format. When it is strictly impossible due to the unavailability of technologies required to produce an accessible document, Consultant shall identify

the anticipated accessibility deficiency prior to commencement of any work to produce such deliverables. Consultant agrees to cooperate with County staff in the development of alternate document formats to maximize the facilitative features of the impacted document(s), e.g. embedding the document with alt-tags that describe complex data/tables.

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

9. Representations of Consultant.

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

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

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

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

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

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

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

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

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

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

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

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

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

11. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of

the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

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

TO: COUNTY: Permit Sonoma
Attn: Crystal Acker
2550 Ventura Ave
Santa Rosa, CA 95403

TO: CONSULTANT: Ascent Environmental, Inc.
455 Capitol Mall, Suite 300
Sacramento, CA 95814

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

13. Miscellaneous Provisions.

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

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

acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

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

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

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

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

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

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

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

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

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

CONSULTANT: Ascent Environmental, Inc. COUNTY: COUNTY OF SONOMA

Patrick J. Angell Digitally signed by Patrick J. Angell
Date: 2022.09.07 11:01:44 -07'00'

By: _____

Name: Pat Angell

Title: Principal

Date: 9/7/2022

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: _____

03

PROJECT APPROACH AND WORK SCHEDULE

UNDERSTANDING OF PROJECT

We understand that the Sonoma County Board of Supervisors proposes to adopt a local ordinance to allow for all aspects of cannabis activities that are authorized by the Medicinal and Adult Use Cannabis Regulation and Safety Act. The ordinance includes but is not limited to commercial cannabis uses (indoor and outdoor), cultivation, distribution, testing, retail, manufacturing, and microbusinesses. The proposed ordinance will set forth land use regulations and a permitting program for cannabis-related activities.

Ascent has experience with cannabis ordinance development/refinement and associated environmental review.

The County's first comprehensive Cannabis Land Use Ordinance (Ord. No. 6189) was adopted under a Negative Declaration on December 20, 2016. On October 16, 2018, Ordinance No. 6245 was adopted to allow adult-use cannabis in Sonoma County in addition to medical use, enhance neighborhood compatibility with a 10-acre minimum parcel size for cultivation, add new definitions, and make minor non-substantive amendments to harmonize with California state law and regulations, where appropriate. In May 2021, the Board directed staff to update the Cannabis Ordinance and to prepare a program EIR after opting to not adopt a Mitigation Negative Declaration and a new County Code Chapter 38 to increase ministerial permitting for cannabis cultivation within Agricultural and Resources-zoned parcels.

On June 8, 2021, the Board directed staff to prepare a comprehensive program update to the Cannabis Ordinance. Community engagement occurred from August through September 2021. The summary report compiled from the community engagement was used to identify the overall goals and policy options for the program update.

On September 28, 2021, the Board received a report summarizing results of community engagement conducted in August and early September 2021 and provided direction to staff on overall goals and policy options for updating the Cannabis Ordinance and associated EIR. On March 15, 2022, the Board adopted the Resolution of Intention and Cannabis Program Update Framework that directs and guides staff in its preparation of a draft ordinance, potential General Plan Amendments, and a programmatic EIR to amend the Cannabis Land Use Ordinance and related regulations. The framework guides development of an EIR and economic analysis that will evaluate the Cannabis Program, which may contain the following key components.

- ▶ **General Plan Amendments.** General Plan land use categories and corresponding zoning districts may be amended to allow specific cannabis activities by right or through a business license, ministerial permit, or discretionary permit. The ordinance may include a General Plan Amendment to include

cannabis within the meaning of “agriculture” and “agricultural use,” as used in the Sonoma County General Plan. The intent of considering a General Plan Amendment to classify cannabis as agriculture is to ensure the new ordinance is consistent with the General Plan, should the new ordinance expand allowed cannabis activities on agricultural lands.

- ▶ **Separation Criteria.** The amended ordinance will address the potential for separation criteria related to issues such as odor, groundwater, visual resources, public safety, and noise.
- ▶ **Rural Neighborhood Enclave.** If designated rural neighborhood enclaves are adopted, the cannabis land use ordinance will include maps of all such enclaves that would include consideration of residential density and community character.
- ▶ **Criteria for Exclusion Zones.** Exclusion zones may be identified on maps based on existing conditions related to groundwater, topography, infrastructure (road access, lack of electrical/other utilities), safety (wildfire risk/emergency response), and biological habitat protections.
- ▶ **Permit Streamlining.** Cannabis permitting streamlining opportunities may include Inclusion Zone establishment and mapping, site development and operating standards for project requiring ministerial permits, and a CEQA within-the-scope checklist.
- ▶ **Equity.** To address substantial and adverse effects of poverty, the criminalization of cannabis, and the disparities that occur along racial and socioeconomic lines, the cannabis land use ordinance would be developed consistent with Strategic Plan Racial Equity and Social Justice Pillar – Goal 3. This goal ensures racial equity throughout all County policy decisions and service delivery, and directs consideration of socioeconomic equity throughout all policy decisions.

As noted above, Ascent has extensive experience with cannabis ordinance development and refinement and associated environmental review that have had similar guidance on program development. Our approach is to use this experience to ensure that the EIR adequately addresses impacts and allows environmental review streamlining of future cannabis applications. Specific recommendations are provided in our scope below.

APPROACH TO THE PROJECT

The following draft scope of work describes the anticipated tasks and activities to be conducted by the Ascent team to assist the County with this program. The draft scope has been prepared to show Ascent’s approach to ensure a legally defensible EIR.

TASK 1: PROJECT MANAGEMENT

Ascent’s principal-in-charge and project manager will attend a project kickoff meeting with County staff. The meeting’s purpose will be to further discuss project characteristics; confirm project objectives; discuss areas of controversy and potential strategies; establish communication/review protocols; review the project schedule and milestones associated with program development and refinement, community engagement process in relation to the EIR timing, and EIR preparation; and discuss any other key details. It is assumed that this meeting would be a virtual meeting or held in-person, depending on circumstances related to COVID-19. This task will also permit coordination with the Ascent EIR team and the sharing of available information and resources for their review. A communications memorandum and finalized project, scope, budget, and schedule will be delivered to the County after the kickoff meeting is held. This information will be provided in Microsoft Word (Word or MS Word).

For the duration of the project, Ascent will conduct regular coordination meetings with County staff on the preparation of the program and the EIR. This task includes 36 coordination meetings (meetings once or twice a month based on the task in progress) that would occur virtually or in person (as necessary at critical decision points). These meetings will be attended by Ascent's principal-in-charge and project manager as well as by technical staff when issue areas are to be discussed.

DELIVERABLES

- Kickoff meeting attendance, agenda, and notes – electronic copy in MS Word
 - Finalized project scope, budget, and schedule – electronic copy in MS Word
 - Communications memorandum – electronic copy in MS Word
 - Meetings agendas and notes/action during life of the project – electronic copy in MS Word
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TASK 2: ENVIRONMENTAL IMPACT REPORT

Subtask 2.1: Environmental Review Scoping

Upon receipt of the preliminary project description, prepared by the County, Ascent will prepare a draft Notice of Preparation (NOP) for the proposed project using the County's preferred format and will ensure that the content is consistent with CEQA Guidelines Section 15082(a). The NOP will include a brief project description, project location, and list of probable environmental effects. Following one round of review by the County, Ascent will finalize the NOP and prepare a Notice of Completion (NOC) for the County to submit electronically to the State Clearinghouse. We will assist the County in making sure all needed information is available and will provide to the County a list of responsible and trustee state agencies. The public version of the NOP will be provided as a remediated digital PDF.

We will work with County staff to prepare materials for the public scoping meetings and will attend the meetings and collect public comment. This task will include preparing for the potential of a video conference scoping meeting, depending on circumstances involving COVID-19. Ascent will support the County with facilitating a virtual/in-person public meeting that will be held during the NOP review period. The scoping meeting could be either a virtual public meeting or in person, which would be determined during preparation of the NOP. We will prepare a list of comment letters and commenting entities, organized and formatted as agreed prior to comment submittal. Ascent will work with Cybertary to provide a written transcription of all verbal comments from the public scoping meeting based on County video or audio recordings of the meeting.

It is assumed that the County will take the lead on Assembly Bill (AB) 52 consultation requests and subsequent meetings if requested by a tribe.

DELIVERABLES

- Draft NOP – electronic copy in MS Word and fully remediated digital PDF
 - Final NOP – electronic copy in fully remediated digital PDF
 - NOC - electronic copy in fully remediated digital PDF
 - List of responsible and trustee state agencies – electronic copy in fully remediated digital PDF
 - Public scoping meeting presentation materials and attendance by the principal-in-charge and project manager at one scoping meeting – PowerPoint presentation
 - Written transcript of verbal public comments made during the public scoping meeting – electronic copy in fully remediated digital PDF
 - List of comment letters and commenting entities – agreed-upon format
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Subtask 2.2: Data Collection

Ascent will review the County's current Cannabis Ordinance, Zoning Ordinance, General Plan, and Area/Specific Plans, the Sonoma County Uniform Rules for Agricultural Preserves and Farmland Security Zones, County geographic information system (GIS) data layers, and all other available data sources relevant to the environmental analysis. We will review available materials, identify any data gaps and additional information needs, and prepare a memorandum detailing a list of existing data sources and a timeline for collection of additional data. In addition, Ascent will prepare a methodology memorandum for review and approval by County staff. The methodology memorandum will contain proposed significance thresholds and analysis methodology (such as software, modeling techniques, etc.) for each environmental resource topic to be addressed in the EIR. Since the proposed Ordinance would not immediately entitle specific cannabis uses, this memorandum will also include development and operation assumptions for cannabis uses (e.g., type and number of uses, construction activities, geographic extent of uses, and operational characteristics that would include building square footage, employees, irrigation demands, and other related items) for the evaluation of significant environmental impacts. These assumptions will be based on based County data on current cannabis uses, and statewide cannabis operation practices that has been collected by Ascent.

DELIVERABLES

- Memorandum containing a list of existing data sources and timelines for collection of remaining data need – electronic copy in fully remediated digital PDF
 - Methodology memorandum to County staff – electronic copy in fully remediated digital PDF
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Subtask 2.3: Technical Studies - Environmental

Consistent with the requirements of State CEQA Guidelines Section 15168, the EIR will contain an analysis of the potential impacts of implementing the overall program, rather than project-level or site-specific physical impacts of such actions. For the majority of resource areas, these analyses will be contained within the environmental analysis chapters of the EIR. However, several technical studies would be appended to the EIR to support the analysis that will be based on the methodology memorandum prepared under Task 2.2. The scope of the economic analysis is provided in Task 3. These studies include:

Air Quality and Greenhouse Gas

Air Quality and Odors

A brief description of applicable federal, state, and local regulations and of regional and local conditions in the county will be presented, including current federal and state attainment designations. Using the land use change/cannabis cultivation and noncultivation assumptions developed, Ascent will evaluate the potential criteria pollutant operational emissions of the program, using the California Emissions Estimator Model (CalEEMod) in comparison with Bay Area Air Quality Management District (BAAQMD) threshold guidance.

Ascent will also quantitatively and qualitatively evaluate potential odor impacts associated with the program. Cannabis cultivation produces odors, especially during the final parts of the cultivation cycle. Odors are generally regarded as an annoyance rather than a health hazard. However, a person's reaction to foul odors can range from psychological (e.g., irritation, anger, or anxiety) to physiological (e.g., increase in blood pressure, nausea, vomiting, headache). Odor impacts are typically determined based on proximity of the source and receptor and the number of complaints received. Also available are substantial data and experiences of other local agencies, states, and Canada regarding the quantification of what constitutes an

odor impact. Some agencies have established numeric odor standards for determining whether an odor source has become a nuisance and requires abatement (dilution-to-threshold values—the proportion of “clean air”) to “odorous” air). Ascent will provide technical assistance and input on the development of odor standards for use in the program.

Greenhouse Gas Emissions

The analysis of greenhouse gas will include a brief discussion on the current state of the topic, along with the applicable regulatory framework and relevant guidance (e.g., SB 32 and BAAQMD recent threshold guidance update). The analysis will determine whether subsequent commercial cannabis cultivation and noncultivation activities under the program would generate significant GHG emissions and result in a cumulatively considerable contribution to the global impact of climate change. The analysis will factor in the degree to which cannabis cultivation replaces other agricultural production versus conversion of non-farmed land. Changes in carbon sequestration associated with changes in vegetation from establishment of cultivation areas and plant growing cycles will be considered. Ascent will work with County staff to identify appropriate GHG reduction measures to be included in the impact analysis. All mitigation proposed will be real, permanent, quantifiable, verifiable, and enforceable.

Biological Resources

Because of the county’s size, no site reconnaissance surveys will be conducted. Ascent will prepare the setting and analysis based on information obtained through document review and databases. A brief overview of relevant federal, state, and local laws and regulations pertaining to the protection of biological resources will also be included in the section.

Biological resource impacts will be considered in light of the existing conditions compared to the reasonably foreseeable compliance responses associated with the program as well as protection measures in Attachment A (General Requirements and Prohibitions) of SWRCB Order WQ 2019-0001-DWQ. Topics covered in the biological resources discussion will include potential impacts to special-status species, critical habitat, and regionally sensitive and locally important watersheds, including fish-bearing streams, riparian habitat, the Laguna de Santa Rosa, and other wetland areas.

Cultural Resources

The analysis of cultural resources will be developed based on existing information (Cultural Resources Information Center data, local plans, and other relevant documents) and information from local tribes to make impact conclusions. Ascent will contact the California Historical Resources Information System for a summary report of known cultural resources in Sonoma County. Given the size of the county, analysis will be limited to a literature review. This section will include a brief summary of the prehistory and history of the area, a summary of the methods used to evaluate cultural resources, a listing of the criteria for determining significance, and a description of historic properties or historical resources will identify potential impacts.

Cultural resource impacts will be considered in light of the existing conditions compared to the reasonably foreseeable compliance responses associated with the program as well as protection measures in Attachment A (General Requirements and Prohibitions) of SWRCB Order WQ 2019-0001-DWQ.

Hydrology and Water Quality

The EIR will describe the existing hydrologic setting of the county and surrounding area based on available documentation (i.e., water quality information, flood and topographic mapping, and information from the County and the North Coast Regional Water Quality Control Board). It will include the impaired water

status waterways in the county, including the current status of the Dry Creek Watershed and Mark West Creek Watershed both of which are designated as Cannabis Priority Watersheds by SWRCB. Ascent will also summarize appropriate federal, state, and County regulations and policies related to these issues, including SWRCB Order WQ 2019-0001-DWQ. Using this information, we will qualitatively evaluate the effects of the program on runoff and drainage patterns, pollutant discharges to surface waters, and potential flooding hazards. The section will include a description of the effectiveness of best management practices through compliance with County and SWRCB Order WQ 2019-0001-DWQ standards.

This will include identification of like water supply sources (public water systems, surface water, and groundwater), availability and limits of these water sources within each geographic area, estimated water demand based on County data as well as cannabis irrigation demand data collected by Ascent for cannabis cultivation state-wide, and determination of whether adequate water supplies exist to accommodate cannabis uses. This will include a discussion of SWRCB Order WQ 2019-0023-DWQ requirements that surface water diversions for cultivation operations occur only when determined to be available by SWRCB, mandatory water diversion forbearance period during the dry months of the year when waterway flows low. SWRCB's flow standards and diversion requirements were developed to protect fish spawning, migration, and rearing for endangered anadromous salmonids, and flows needed to maintain natural flow variability within each watershed. No formal engineering evaluations are proposed or considered necessary at this time.

Noise

The noise analysis will be consistent with the content requirements of County of Sonoma Guidelines for the Preparation of Noise Analysis to support the California Environmental Quality Act. It will generally describe the existing noise environment in the county based on existing environmental documentation and available noise data. It will include identification of existing areas with concentrations of noise-sensitive receptors and major noise sources, ambient levels, and natural factors that relate to the attenuation thereof, including building and topographic features. Noise levels of specific equipment used for construction, cultivation (generator noise, fans, well pumps, and mechanical trimmers), and noncultivation uses (manufacturing and special events) will be briefly discussed and the distance at which such effects can substantially affect sensitive receptors will be determined. Ascent staff have noted the use of grading equipment and mechanical trimmers at previous visits to cannabis cultivation sites related to other contracts. No noise measurements will be taken as part of this analysis. The analysis will assess the exposure of sensitive receptors or generation of excessive groundborne vibration or noise levels from these types of construction and operational equipment that may result from uses allowed under the program. Where appropriate, potential noise and vibration levels will be characterized using published reference noise levels and will be evaluated for compliance with County General Plan noise standards. The noise analysis will include potential impacts related to emergency generator use, air filtration and ventilation equipment, transportation noise, activities associated with cannabis tourism, and special events. If potential impacts are identified, Ascent will recommend performance-based mitigation measures to ensure compliance with applicable County noise standards.

Traffic Impact Analysis

Ascent and W-Trans will prepare the traffic impact analysis that will focus on potential changes in vehicle miles traveled (VMT) in the county consistent with current County VMT policies and thresholds that are currently in development. W-Trans will review the comments obtained during the scoping meeting for their applicability to transportation and will provide a list of available data and data needed to perform the

analysis. Transportation analysis will be performed to assess potential transportation impacts under the four bullet points identified in CEQA, as follows:

- ▶ Policies and facilities relevant to pedestrians, bicyclists, and transit will be indicated and their adequacy discussed within the general framework of a planning-level EIR.
- ▶ The potential impact on VMT will be assessed. Given that the project is an ordinance rather than a project or plan, it is assumed that the assessment will primarily be qualitative in nature. If site-specific land use assumptions are developed, a custom model run using the Sonoma County Transportation Authority (SCTA) regional model will be completed if the resulting VMT outputs would add value in determining the potential for VMT impacts to occur. (It is assumed that appropriate County departments will collaborate to provide a single set of consolidated, internally consistent comments and clear direction on the VMT significance threshold to be applied.)
- ▶ The potential for any safety impacts will be evaluated.
- ▶ The project's impact on emergency response will be analyzed.

W-Trans will prepare a traffic impact report. This report will document the data, analysis, calculations, and results of the work. A draft version of the report will be submitted to the County for review. Ascent will incorporate the revised/final report into the transportation section of the EIR.

Wildfire

The technical analysis will evaluate whether the establishment of commercial cannabis uses in the county could create new or increase the severity of wildfire hazards and evacuation conflicts using the questions in Appendix G of the State CEQA Guidelines. The wildfire analysis will include a discussion of the potential impacts related to road access (i.e., physical road condition and configuration to support concurrent emergency access by first responders and evacuation by residents), wildfire risk (i.e., site characteristics that influence fire likelihood and fire behavior), emergency response times, and availability of water for firefighting purposes. Any significant impacts will be discussed, and mitigation will be proposed if required.

Air Quality and Greenhouse Study, Noise Study, and Traffic Analysis Study would not be provided in remediated digital PDF format because of difficulties in supporting modeling outputs in this manner.

DELIVERABLES

- Technical studies provided in electronic copy in PDF appended to the Administrative Draft EIR
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Subtask 2.4: Administrative Draft EIR

The RFP indicates that the County will provide the project description. Based on this project description, adopted Cannabis Program Update Framework, and public and agency comment, the Ascent team will prepare a Draft EIR annotated outline and a revised Methodology Memorandum.

Upon approval of the Draft EIR annotated outline and revised methodology memorandum (if changes are needed due to new/modified information), Ascent will commence preparation of the Administrative Draft EIR. We will prepare the Administrative Draft EIR in accordance with CEQA, the State CEQA Guidelines, and the preferred Sonoma County EIR format. The EIR will adhere to all CEQA requirements and will evaluate all resource categories in the chapters described below. This submittal will include preparation of a mitigation monitoring and reporting plan.

Summary

The summary will provide an overview of the project, alternatives evaluated, areas of controversy and issues to be resolved, and project impacts and mitigation measures. This chapter will include a summary table of all impacts and mitigation measures identified in the EIR. The summary table will be included in the Screencheck Draft EIR submittal.

Project Description, Location, and Environmental Setting

Using the project description provided by the County, Ascent will review this chapter and compile other introductory chapters. These chapters will include a description of the project, purpose of the EIR and its intended uses, a list of controversial issues, and an outline of the EIR contents.

Significant Environmental Effects of the Project

Each environmental resource section will include a description of the environmental setting of the county, regulatory setting (i.e., federal, state, and local regulations), criteria used to determine the significance of impacts, analysis methodology and assumptions, and a detailed discussion of the potential environmental effects of the project. Consistent with CEQA and the State CEQA Guidelines, the baseline conditions will be identified that will include the existing cannabis operations within the county.

The introduction to the environmental analysis section will identify that the adoption of the program would not immediately entitle commercial cannabis uses and that the EIR draws on development and operation assumptions for cannabis uses (e.g., type and number of uses, geographic extent of uses, operational characteristics) for the evaluation of significant direct and indirect environmental effects from the adoption and implementation of the program. Consistent with the requirements of State CEQA Guidelines Section 15168, this chapter will incorporate a program-level discussion of the potential impacts of implementing the overall program, rather than project-level or site-specific physical impacts of such actions. The following resource issue areas are anticipated to be included in the Significant Environmental Effects of the Project chapter.

Aesthetics

This section will qualitatively describe Sonoma County's current visual resources, consistent with the County General Plan. It will include a description of the county's designated scenic highways and roadways. The analysis will describe how program implementation could generally change aesthetics in the county, especially from important viewpoints. Changes may include fences and other visual screens that block views of cannabis cultivation (e.g., outdoor cultivation) and the creation of features that could appear out of character with the surrounding area (e.g., stockpiles of equipment used in outdoor cultivation operations such as containers and growth media, temporary hoop houses, permanent structural development). Siting requirements (i.e., required distances between project-related uses and "sensitive uses," setback specifications from public or private use types, and lighting standards) that may be established in the program will be reflected in the analysis. The analysis will also include a discussion of light- and glare-related impacts and a discussion of potential impacts to the existing viewshed associated with mixed-light cultivation using hoop houses. Given the programmatic nature of the analysis, visual simulations are not anticipated to be required.

Agriculture and Forestry Resources

Health and Safety Code Section 11362.777(a) and Business and Professions Code Section 26067(a) define medical and adult-use cannabis as agricultural products. However, the cannabis uses may not ultimately be determined by the County to be agricultural. The analysis will describe the program's consistency with

County General Plan and agricultural and forestry zoning provisions and will identify whether program implementation could result in the loss of timberlands or in conflicts with agricultural operations. The agriculture analysis will consider compatibility of cannabis operations with traditional agriculture and potential conversion of agricultural lands to nonagricultural uses based on the program's determination of whether cannabis uses (cultivation and noncultivation) are agricultural uses.

Air Quality and Odors

The air quality and odors section of the EIR will be based on the Air Quality and Greenhouse Gas Technical Study (prepared under Subtask 2.3) and will include mitigation measures for any air quality and odor impacts identified.

Biological Resources

The biological resources section of the EIR will be based on the Biological Resources Technical Study (prepared under Subtask 2.3) and will include mitigation measures for any impacts identified.

Cultural and Historical Resources

The cultural and historic resources section of the EIR will be based on the Cultural Resources Technical Study (prepared under Subtask 2.3) and will include mitigation measures for any impacts identified.

Energy

This section will describe existing energy production and consumption in the county, including existing energy facilities and services, energy production types and sources, and a profile of energy consumption. The existing setting will also describe federal, state, and local regulations related to energy consumption, energy efficiency, and/or energy conservation. Appendix F of the State CEQA Guidelines requires consideration of the potentially significant energy implications of a project and mitigation measures to reduce "wasteful, inefficient, and unnecessary" energy usage. However, neither law nor the CEQA Guidelines establish thresholds that define wasteful, inefficient, or unnecessary use of energy. Therefore, this section will include a qualitative discussion. Ascent will evaluate whether cannabis operations allowed under the program, including indoor and mixed-light cultivation activities, would result in a wasteful, inefficient, or unnecessary use of energy (stationary and mobile). The analysis will factor in Title 24 building efficiency requirements and state licensing provisions that require the use of renewable energy or purchase of carbon offsets. The analysis will use VMT to estimate gasoline use. Construction energy use will also be addressed.

Geology, Soils, and Mineral Resources

Ascent will use existing information from soil surveys and other readily available documents to describe the geologic setting of the county, including topography and soil characteristics. This information will be used to evaluate impacts related to the potential to create unstable soil, slopes, soil erosion, potential impacts to paleontological resources, and conflicts with mineral resource extraction uses (existing and potential). Impacts will be identified and assessed, and mitigation measures will be recommended for any significant or potentially significant impacts that are not adequately addressed through compliance with the Sonoma County Code or SWRCB Order WQ 2019-0001-DWQ. The program would not be expected to affect risks associated with seismic ground shaking, so seismic-related issues will be scoped out of the environmental analysis. Potential conflicts with mineral extraction will also be addressed.

Greenhouse Gas Emissions

The greenhouse gas emissions section of the EIR will be based on the Air Quality and Greenhouse Gas Technical Study (prepared under Subtask 2.3) and will include mitigation measures for any impacts identified.

Hazards and Hazardous Materials

Using available information, include the California Department of Pesticide Regulation's standards and guidance on pest management practices for cannabis cultivation (including in the SWRCB Cannabis Policy and hazard control standards for manufacturing uses in California Code of Regulations [CCR] Title 4, Division 19), the analysis will identify typical hazardous materials used in cannabis cultivation and noncultivation operations and will evaluate the effectiveness of the program and existing regulations to mitigate potential impacts. It will also consider any impacts related to proximity to airports, the effect on emergency response and evacuation plans, the potential for increased wildland fires, and the program's effect on vector control.

Hydrology and Water Quality

The hydrology and water quality section of the EIR will be based on the Hydrology and Water Quality Technical Study (prepared under Subtask 2.3) and will include mitigation measures for any impacts identified.

Land Use and Planning

Ascent will evaluate the project relative to the County General Plan Land Use Element and Conservation and Open Space Element policies, coastal policies and provisions, and applicable provisions of the County's Zoning Ordinance. We will also qualitatively describe existing land uses in the county and describe any potential for division of existing communities.

Noise

The noise section of the EIR will be based on the Noise Technical Study (prepared under Subtask 2.3) and will include mitigation measures for any impacts identified.

Population and Housing

The program would license and regulate cannabis uses in the county and is not anticipated to result in any General Plan land use changes or rezoning that would impact housing. The program would also not involve the development of housing or otherwise induce population growth. Thus, no significant impacts are expected.

Public Services

The analysis will evaluate how commercial cannabis operations under the program may affect service ratios, response times, or other performance objectives related to these public services that trigger the need for physical improvements. The analysis will factor in fire protection and security measures for commercial cannabis uses provided under CCR Title 4, Division 19. It is assumed that there would be no substantial changes to schools, parks, and other governmental facilities, and thus no significant impacts are expected.

Transportation

The transportation section of the EIR will be based on the Traffic Impact Study (prepared under Subtask 2.3) and will include mitigation measures for any impacts identified.

Tribal Cultural Resources

We are not proposing to provide assistance with AB 52 consultation and assume the County will conduct all necessary consultation as identified in the RFP; however, we can finalize assumptions after discussing with the County. Ascent will include the results of the consultation in the EIR. The primary issue area to be analyzed is whether the program would result in a significant impact on tribal cultural resources.

Utilities and Service Systems

Cannabis cultivation and noncultivation uses can require unique irrigation, wastewater, and septic system demands, as well as careful consideration of solid waste disposal of cannabis waste (track and trace requirements under state regulations and potential impacts related to cultivation waste products, including hoop house membrane materials, growth media and containers, and green waste). The analysis will evaluate whether implementation of the program may affect the provision of these utilities and related service systems that could create environmental impacts. The water supply analysis will be based in part on the Hydrology and Water Quality Technical Study (prepared under Subtask 2.3).

Wildfire

The wildfire section of the EIR will be based on the Wildfire Technical Study (prepared under Subtask 2.3) and will include mitigation measures for any impacts identified.

Alternatives

Ascent will include up to three alternatives that are anticipated to be variations of the program (e.g., reduced extent of cannabis uses allowed, indoor cannabis cultivation restriction to address odor, expanded buffer requirements) plus the No Project Alternative. The impacts of all alternatives selected and analyzed will be compared to the impacts of the program. The chapter will identify the environmentally superior alternative (if the No Project Alternative, the environmentally superior alternative among the other alternatives will be identified).

Prior to Ascent starting the Alternatives chapter, the County will approve each alternative for inclusion in the EIR. Once all alternatives are approved, Ascent will prepare the Alternatives chapter of the EIR. This approach will help avoid unnecessary work and any potential delays that may be associated with redoing any part of the alternatives analysis.

Other CEQA Sections

Ascent will prepare a complete EIR, containing all sections required by CEQA. Sections required by CEQA not mentioned above include the table of contents, discussion of irreversible commitment of resources, growth-inducing effects, references, and individuals and agencies consulted. This chapter will also contain the cumulative impact analysis, which will describe the potential impacts related to multiple cannabis operations in specific geographical areas (i.e., overconcentration).

Draft Mitigation Monitoring and Reporting Plan

Ascent will prepare the Mitigation Monitoring and Reporting Plan (MMRP) for mitigation measures proposed in the Administrative Draft EIR. The MMRP will include all mitigation measures in the EIR and will include a brief discussion of the monitoring required, responsible parties, and time frame for implementation. Ascent will prepare a draft MMRP for the program and will submit it (electronically) to the County for review and comment. A final version of the MMRP will be provided with Subtask 2.6.

Consistent with the RFP this scope assumes one round of review for the Administrative Draft EIR that will result in revised Administrative Draft EIR for final County approval. These versions will be provided electronically in Microsoft Word (Word).

DELIVERABLES

- **Draft EIR Annotated Outline– electronic copy in Word**
 - **Revised Methodology Memorandum – electronic copy in Word**
 - **Administrative Draft EIR – electronic copy in Word**
 - **Technical Studies identified in Subtask 2.3**
 - **Draft MMRP – electronic copy in Word**
 - **Revised Administrative Draft EIR, Draft MMRP, and Technical Studies – electronic copy in Word**
-

Subtask 2.5: Public Draft EIR

Following receipt of comments on the Administrative Draft EIR, Ascent will revise the document and prepare a Draft EIR consistent with County comments and edits suitable for public review. We will also finalize the Notice of Availability (NOA) and NOC. It is assumed that the County will distribute the EIR, post the NOA at the County Clerk’s Office, publish the NOA in the local newspaper, and submit all CEQA documents electronically to the State Clearinghouse. At the time of publication of the Draft EIR, Ascent will also provide the County with a complete electronic record of all references used in the environmental analysis, which must be made available to the public upon request. The references will be provided via file transfer or flash drive/USB.

Ascent will coordinate with County staff to compile all written comments received during the public review period for the Draft EIR and will work with Cybertary to provide a written transcription of all verbal comments from public hearing(s) on the Draft EIR based on County video or audio recordings of the hearing(s).

DELIVERABLES

- **Public Draft EIR – electronic copy in MS Word and in fully remediated digital PDF**
 - **Electronic record of all references used in the Draft EIR – flash drive/USB or via file transfer**
 - **NOC and NOA – electronic copy in fully remediated digital PDF**
 - **List of comment letters and commenting entities – electronic copy in fully remediated digital PDF**
 - **Written transcription of verbal public comments from Planning Commission hearings on the Draft EIR – electronic copy in fully remediated digital PDF**
-

Subtask 2.6: Final EIR and Environmental Checklist

After comments on the Public Draft EIR are received, Ascent will confer with the County to discuss the comments and to develop a strategy for responses. We will prepare a list of commenters, compile and organize the comments, and develop draft responses to significant environmental points raised in the comments. Generally, when many comments are received, a comment matrix is the best way to review comments and responses and identify similar comments that may require a master response. We anticipate preparing a comment matrix for general use by the County and the Ascent team. The level of effort needed to respond to comments received cannot be known at this time. Ascent will discuss with the County to determine an appropriate estimate of hours. It is assumed that one round of review will be sufficient to prepare the Final EIR (Administrative Final EIR and public Final EIR).

The Administrative Final EIR will include responses to all written and oral comments received from agencies and the public during the public review period and to show revisions to the Public Draft EIR. The

Administrative Final EIR will include the Draft EIR with modifications indicated in strikeout (~~strikeout~~) for deletions and underline (underline) for additions or highlighted text where changes have been made. Ascent will incorporate County edits and comments on the Administrative Final EIR and produce a Final EIR suitable for public distribution.

Adobe screen reader software does not recognize underline/strikeout or highlighted text; however, MS Word readers will announce underline/strikeout and highlighted text. Thus, the Final EIR errata chapter will be provided in MS Word format to allow for the use of underline/strikeout or highlighted text to indicate changes to the Draft EIR. Other sections of the Final EIR will be submitted as a fully remediated digital PDF. The final format of the Final EIR that is useable as a fully remediated digital PDF format will be coordinated between the County and Ascent.

Environmental Checklist for Subsequent Projects

The Final EIR will also include in its appendix a customized environmental checklist template that the County may use to determine if the environmental impacts of an individual cultivation projects are adequately addressed in the EIR. The environmental checklist will provide substantial evidence to determine if no further environmental review is required or that additional environmental review is required or could require focused environmental review.

DELIVERABLES

- **Administrative Final EIR and Final EIR with Environmental Checklist– electronic copy in MS Word**
 - **Revised and Final Mitigation Monitoring and Reporting Plan– electronic copy in MS Word**
-

Subtask 2.7: Review and Adoption

The Final EIR will be provided to those agencies at least 10 days prior to certification of the EIR (i.e., final Board hearing), in accordance with Public Resources Code Section 21092.5. Following project approval and EIR certification, County staff will prepare and file the Notice of Determination (NOD) with the County Clerk’s Office and the State Clearinghouse. A full administrative record will be provided along with submittal of the Final EIR (as certified – including any edits made during public hearings).

As requested in the RFP, Ascent will attend up to five public hearings, both Planning Commission and Board of Supervisors hearings. County staff will present the project at all hearings, but the Ascent team will be present, as needed, to respond to technical questions on the environmental analysis and findings.

DELIVERABLES

- **Final EIR (certified) and Mitigation Monitoring and Reporting Plan – electronic copy in fully remediated digital PDF (errata chapter will be provided in MS Word)**
 - **Administrative record – jump drive or access to a shared drive**
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Task 3: Economic Analysis

Economic & Planning Systems (EPS) will conduct a cannabis study, which revolves around the following four questions:

- ▶ What is the scale of the industry and its constituent elements in Sonoma County?
- ▶ How does the industry affect the county’s economy and real estate?
- ▶ Does the industry cover its related service costs and generate surplus revenue to the County?

- ▶ Based on the literature and case studies, what are some possible directions to explore regarding appropriate municipal oversight of the industry in regard to taxing and other issues?

The analysis will rely on an industry questionnaire, case study analysis, literature reviews, and industry interviews. This information will provide overall profiles of key industry issues.

Subtask 3.1: Project Initiation and Data Review

EPS will initiate the project by conducting a full review of available file information, including past cannabis studies and analyses from the County and other municipalities, gross tax receipts and other economic/financial data, notes from meetings, past staff reports, and other applicable data. EPS will discuss findings and discuss with staff to gain clarity and perspective on past regulatory/policy successes and failures, as well as ideas for future policy.

Subtask 3.2: Industry Literature and Existing Case Study Review

On a parallel track with Subtask 3.1, EPS will review a range of policy resources for evaluation of best practices across the following category groups.

Group 1: Land Use Regulation

EPS will explore comparable county land use regulations related to the location of the various cannabis industry sectors and adjacent uses.

Group 2: Ownership Structure

EPS will explore the range of ownership structures in the industry, from sole proprietors to large organizational models, with the intent to understand current trends and operational specifics across the range.

Group 3: Taxation and Fees

EPS will investigate trends regarding the primary sources of tax revenue generation from the cannabis industry. In particular, decreasing or increasing reliance on the use of any types of taxes, changes in the tax rates applied since legalization, and the introduction of exemptions will be explored, including both numeric trends and any identifiable goals driving changes. EPS will also identify other jurisdictions' strategies for allocating additional tax revenues.

Subtask 3.3: Outreach – Sonoma County Industry Size and Profitability

EPS will develop a detailed questionnaire for distribution to all major cannabis operations in the county. The County will distribute the questionnaire and collect the results. EPS will tabulate and analyze the data and apply it in the tasks provided below.

The County will provide a list of potential industry contacts that represent a broad spectrum of industry subsectors, business sizes, ownership types, and locations. EPS will choose among the potential contacts as needed to ensure a diverse cross-section of respondents are represented.

The questionnaire will be designed specifically to better understand the size (revenue and employee count) and general ranges of profitability in the county, and trends and influences affecting viability.

Subsequently, EPS will conduct interviews with up to three operators in each major industry group reflecting a sampling of smaller and larger operators. These interviews will be paired with known data, case study information, and various rules of thumb/known relationships to characterize the size and function of

the industry in the county. Of particular interest, where possible, will be the collection and analysis of individual firm profit and loss statements, allowing for better insight into factors affecting the strength of operations in Sonoma County.

Subtask 3.4: Industry Profile and Market Analysis

EPS will develop an assessment of the strength of the industry in Sonoma County based on a number of performance metrics used in past studies (e.g., gross receipts per square foot over time). The market analysis will analyze all major components of the industry in the county. EPS will seek to use a set of “industry function groupings” (IFGs) for reference in the study. For example, the industry could be organized according to the following functions:

- ▶ Cultivation
- ▶ Delivery
- ▶ Distribution (large-scale)
- ▶ Storefront dispensaries
- ▶ Manufacturing
- ▶ Testing labs
- ▶ Microbusiness (vertical integration)

Data permitting, for each of the below subtasks, EPS will tabulate data for each IFG. Major questions to be answered include: As this study is inherently open-ended and multifaceted, it is not feasible to understand the entire universe of data available to the study. It is anticipated that Subtask 3.1 of the analysis will be instrumental in informing the research team in terms of data availability and quality and that potential amendments to the scope of work and budget may be necessary based on specific circumstances.

- ▶ Are cannabis-related impacts and benefits “leaking” outside the county?
- ▶ Is the County reaching the limits of practicality for any cannabis permit types, and what are the policy implications?
- ▶ Should fees applying to these businesses be adjusted?
- ▶ Are the County’s current cannabis tax rates appropriate and competitive, given regional and statewide trends?

3.4.1: Direct Receipts and Estimated Sales Taxes

EPS will evaluate trendlines regarding gross receipts tax payments, implied total sales, implied sales tax, and other potential metrics.

3.4.2: Estimated Direct Cannabis Industry Jobs

EPS will overlay the results of the industry outreach effort with known industry rules of thumb regarding sales/square footage and employment density to estimate probable ranges of total jobs. In addition, case study and interview information will be used to estimate the industry job hierarchy by income range. Because of the interconnected nature of real estate and employment, a detailed examination of job displacement is included with the optional Real Estate Market and Displacement Effects subtask below.

Optional Subtask 3.5: Real Estate Market and Displacement Effects

Building on the findings from previous subtasks, EPS will evaluate possible industry “crowding out” dynamics (ability to pay higher leases and asset prices). A particular area of focus will be the degree to which the industry contributes to the displacement of full-time, higher-wage jobs (often represented by unions) by part-time/non-benefitted or “gig economy” jobs (i.e., short-term or freelance work). The displacement research may require a variety of approaches dependent on any indicators of potential displacement identified during the course of the study. Specific displacement trends/issues to be explored include:

- ▶ Displacement of businesses or industries by cannabis. If displacement is occurring, were these businesses/industries already on their way out?
- ▶ Are non-cannabis businesses being priced out of commercial spaces?
- ▶ How have vacancy rates compared/changed from before permitting versus after?

Subtask 3.6: Industry Multiplier Effects – Total Contribution to County Economy

EPS will define the direct, indirect, and induced economic impacts of the industry on Sonoma County. Economic impacts comprise both direct and secondary (indirect and induced) effects. Direct effects represent those impacts that are attributable directly to an activity, such as jobs in a cultivation facility. Indirect and induced effects represent the spin-off or multiplier effects of that activity.

EPS will conduct the analysis using an Input/Output (I/O) modeling framework and economic multipliers, which will measure the direct, indirect, and induced impacts of the various cannabis-related activities in the county. EPS will use I/O software developed by IMPLAN, which includes industry data collected from multiple federal and state sources, including the Bureau of Economic Analysis (BEA), the Bureau of Labor Statistics (BLS), and the US Census Bureau.

The direct, indirect, and induced impacts will be grouped by type of cannabis business. Direct impacts will be drawn from operator surveys/interviews. Indirect and induced impacts likely will be determined using comparable industry sectors, adjusted with findings from surveys/interviews.

In addition to the I/O modeling to determine economic multiplier effects, the economic impact analysis will draw on the previous subtasks and incorporate the following elements:

- ▶ Cannabis employee origins: same district where their employer is located, elsewhere in the county, outside of the county? What are the implications?
- ▶ Support industry-qualitative description—other implications (e.g., requirement for proximity, land use/zoning, labor force profile from outreach phase).
- ▶ Qualitative distinctions among county subareas.

Subtask 3.7: Fiscal Impacts and Related Policy

The starting point for the fiscal analysis will be a standard Fiscal Impact Analysis model that derives baseline cost and revenue parameters from the County General Fund budget. The model will be based on the current Fiscal Year County budget, presented in current dollars, and will reflect current service levels and tax regulations and statutes. Layered into the standard fiscal impact model will be cannabis industry-specific cost and revenue line items including the following:

- ▶ Industry-related revenues (gross receipts tax, property tax, sales and use tax [including B2B], motor vehicle in-lieu [MVIL], other)
- ▶ Indirect industry revenues (real estate appreciation, sales and use taxes from employee spending, etc.)
- ▶ Industry-specific service costs (beyond offsetting charges for services), including code enforcement calls, traffic, crime

Cost Basis: Cannabis Regulation and Services Provision

A key element driving the cost side of the fiscal analysis will be the size and character of County departmental expenses related not just to public safety and infrastructure maintenance but also to the specific departmental structure assumed to oversee the industry in the county. To provide guidance for these latter cost assumptions, EPS will conduct case study analysis of up to six similar jurisdictions in California and provide a discussion of pros and cons around representative approaches used by these jurisdictions.

Tax Revenue Spending Priorities

To the extent the fiscal impact analysis identifies any potential public service funding deficiencies, or the preceding economic impact analysis identifies any shortfalls in the distribution of economic benefits, these will be explored as potential targets for spending the gross receipts tax. EPS will identify case studies of spending earmarks in up to six other communities and assess applicability to Sonoma County in light of the findings of the other elements of the study.

Subtask 3.8: Scenario Analysis

Based on County and Ascent team needs, EPS has reserved an allocation of funds to specifically address more specific scenarios and issues raised during the course of the study. These scenarios are likely to apply to specific proposals or ideas around the topics of taxation by type of operation, land use buffers/concentrations, market saturation and competitive dynamics, and ownership regulations.

Subtask 3.9: Project Meetings, Program Recommendations, Report, and Presentation

EPS will coordinate with the County and the Ascent team to document and present key findings. The budget includes six team meetings, contributions to draft and final reports, and two presentations.

DELIVERABLES

- **Data Memorandum (provided in Task 2.2)**
 - **Methodology Memorandum (provided as part of Task 2.2)**
 - **Draft Economic Analysis report – electronic copy in MS Word**
 - **Final Economic Analysis report– electronic copy in fully remediating digital PDF**
-

Schedule

Task and Work Effort	Duration	Date
Task 1: Project Management		
Kickoff Meeting/County provides Project Description	—	October 12, 2022
Finalized project scope, budget, and schedule	2 weeks	October 26, 2022
Ascent submits communications memorandum	2 weeks	October 26, 2022
Coordination meetings		On-going
Task 2: Environmental Impact Report		
SUBTASK 2.1: ENVIRONMENTAL REVIEW SCOPING		
Ascent submits Draft NOP	4 weeks after Ascent receives Project Description from the County	November 9, 2022
County review of Draft NOP	2 weeks	November 23, 2022
Ascent submits Final NOP and list of Responsible and Trustee Agencies	2 weeks	December 7, 2022
Public scoping meeting and presentation	-	To be determined
NOP comment period	30 days	December 8 – January 9, 2023
Ascent submits list of comment letters and commenting entities and written transcript of verbal public comments made during the scoping meeting	2 weeks	January 23, 2023
SUBTASK 2.2: DATA COLLECTION		
Ascent submits data memorandum	2 weeks	January 31, 2023
Ascent submits methodology memorandum	6 weeks	February 20, 2023
County review of methodology memorandum	2 weeks	March 6, 2023
Ascent submits revised methodology memorandum	2 weeks	March 20, 2023
SUBTASK 2.3: TECHNICAL STUDIES		
Biological Resources	20 weeks	August 7, 2023
Cultural Resources		
Hydrology and Water Quality		
Wildfire		
Traffic Impact Analysis		
Air Quality and Greenhouse Gas		
Noise		

SUBTASK 2.4: ADMINISTRATIVE DRAFT EIR		
Ascent submits Draft EIR annotated outline and revised methodology memorandum	2 weeks	August 21, 2023
County review of Draft EIR annotated outline and revised methodology memorandum	2 weeks	September 6, 2023
Ascent finalizes Draft EIR annotated outline and methodology memorandum	1 week	September 22, 2023
Ascent submits Administrative Draft EIR, technical studies, and draft MMRP	6 weeks	November 3, 2023
County review of Administrative Draft EIR, technical studies, and draft MMRP	4 weeks	December 4, 2023
Ascent submits revised Administrative Draft EIR, technical studies, and draft MMRP	2.5 weeks	December 22, 2023
County review of revised Administrative Draft EIR, technical studies, and draft MMRP	3 weeks	January 12, 2024
SUBTASK 2.5: DRAFT EIR		
Ascent submits Public Draft EIR, technical studies, all reference materials, NOC, and NOA	2 weeks	January 26, 2024
Draft EIR public review period	45 days	January 31, 2024 – March 15, 2024
SUBTASK 2.6: FINAL EIR AND ENVIRONMENTAL CHECKLIST		
Ascent submits list of comment letters and commenting entities and written transcript of verbal comments	1.5 weeks	March 27, 2024
Ascent submits Administrative Final EIR, revised MMRP, and environmental checklist template	6 weeks	April 24, 2024
County review of Administrative Final EIR, revised MMRP, and environmental checklist template	4 weeks	May 22, 2024
Ascent Submits Public Final EIR and MMRP, environmental checklist NOD, and administrative record	3 weeks	June 14, 2024
SUBTASK 2.7: REVIEW AND ADOPTION		
Attendance at public hearings	-	To be determined
Certified Final EIR, environmental checklist, and MMRP	1 week (after certification action)	To be determined
Task 3: Economic Analysis		
EPS submits draft economic analysis report	25 weeks	November 3, 2023
County review of draft economic analysis report	5 weeks	December 11, 2023
EPS finalizes economic analysis report	4 weeks	January 12, 2024

Exhibit B

Exhibit B consists of the following pages which include:

- Budget tables
- List of assumptions used to create the budget for this agreement

PRICE PROPOSAL

Qualifications for Programmatic EIR and Economic Analysis for the County of Sonoma's Comprehensive Cannabis Ordinance Update

20-Jun-22

hourly rate:

Task 1: PROJECT MANAGEMENT	Price	Hours
Kick-off meeting	\$ 1,960	8
Finalized project scope, budget, and schedule	\$ 2,000	10
Communication memorandum	\$ 3,360	18
Meetings and meeting notes	\$ 25,560	120
Subtotal, Task 1	\$ 32,880	156

Principal	Project Manager	Principal - Biological Resources	Sr. Natural Resources	Sr. AQ and Noise	Sr. GHG	Sr. Cultural Resources	Cultural Resources	Biologist	Sr. Trans Planner	Tran/Noise/AQ Planner	Env Planner	Sr Graphic Artist	Graphic Artist	GIS Specialist	Publication
\$320	\$170	\$275	\$230	\$195	\$170	\$165	\$160	\$165	\$175	\$135	\$150	\$140	\$120	\$130	\$135
4	4														
2	8														
2	16														
30	60	4	2	8		8		8							
38	88	4	2	8	0	8	0	8	0	0	0	0	0	0	0

Task 2: ENVIRONMENTAL IMPACT REPORT	Price	Hours
2.1 Environmental Review Scoping	\$ 9,300	52
Notice of Preparation	\$ 2,935	18
Scoping Meeting Presentation	\$ 2,365	14
Attendance at Public Scoping Meeting	\$ 1,960	8
Compilation of Comments from Public Scoping Meeting	\$ 2,040	12
2.2 Data and Methodology Memorandums	\$ 11,710	62
2.3 Technical Studies	\$ 79,700	464
2.4 Administrative Draft EIR	\$ 196,340	1175
Annotated Outline and Revised Methodology Memorandum	\$ 5,870	36
Summary	\$ 2,720	16
Aesthetics	\$ 8,580	58
Agriculture and Forestry Resources	\$ 11,320	60
Air Quality and Odors	\$ 3,450	20
Biological Resources	\$ 4,050	24
Cultural and Historical Resources	\$ 4,840	30
Energy	\$ 3,450	20
Geology, Soils, and Mineral Resources	\$ 5,140	34
Greenhouse Gas Emissions	\$ 3,790	22
Hazards and Hazardous Materials	\$ 3,940	26
Hydrology and Water Quality	\$ 3,000	20
Land Use and Planning	\$ 11,860	74
Noise	\$ 2,850	20
Population and Housing	\$ 2,740	18
Public Services	\$ 6,340	42
Transportation	\$ 2,850	20
Tribal Cultural Resources	\$ 3,230	20
Utilities and Service Systems	\$ 8,720	56
Wildfire	\$ 4,280	20
Effects Found Not to Be Significant	\$ 1,540	10
Alternatives	\$ 8,900	50
Other Required CEQA Sections	\$ 2,740	18
Documentation Production, and Final QA-QC	\$ 31,440	172
Draft MMRP	\$ 2,200	13
Revised Administrative Draft EIR and Draft MMRP	\$ 46,500	276
2.5 Draft EIR	\$ 18,740	108
2.6 Final EIR and Environmental Checklist	\$ 57,320	332
2.7 Review and Adoption	\$ 30,240	152
Public Hearings	\$ 19,600	80
Certified Final EIR, MMRP, and Environmental Checklist	\$ 10,640	72
Subtotal, Task 2	\$ 403,350	2,345

8	26	0	0	0	0	0	0	0	0	0	0	2	6	6	4
2	6											1	4	4	1
2	4											1	2	2	3
4	4														
	12														
8	40		2		2			2	2						4
8	56	4	50	16	120	8	50	50	8	70		4	8	12	
63	350	2	20	8	56	8	44	24	8	40	466	8	8	20	50
2	8										24				2
	16														
	2										50		4	2	
8	50													2	
	2			2	16										
	2	2						16						4	
	2					4	24								
	2			2	16										
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	40										32			2	
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	2										8				
4	40											4		2	
	2										16				
32	40										60				40
1	4										8				
16	100		4	2	8	2	4	8	4	8	100	4	4	4	8
12	40		2		2	2	2	2	2	2	4	2	2	2	32
28	100	2	12	2	8	6		12	8	12	80	4	4	4	50
40	56	0	0	0	0	0	0	0	0	0	24	0	0	0	32
40	40														
	16										24				32
167	668	8	86	26	188	26	96	90	28	124	574	20	28	44	172

Task 3: ECONOMIC ANALYSIS	Price	Hours
Review and Management of Economic Technical Work	\$ 5,280	24
Subtotal, Task 3	\$ 5,280	24

8	16														
8	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0

LABOR SUBTOTAL	\$ 441,510	2,525
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213	772	12	88	34	188	34	96	98	28	124	574	20	28	44	172
\$ 68,160	\$ 131,240	\$ 3,300	\$ 20,240	\$ 6,630	\$ 31,960	\$ 5,610	\$ 15,360	\$ 16,170	\$ 4,900	\$ 16,740	\$ 86,100	\$ 2,800	\$ 3,360	\$ 5,720	\$ 23,220

REIMBURSABLE EXPENSES	Price	Hours
Printing	\$ 2,200	
Record Searches	\$ 3,300	
Mileage / Parking / Travel	\$ 1,500	
Postage	\$ 50	
Subconsultants	\$ 174,678	
W-Trans (Subtask 2.3: Traffic Impact Analysis)	\$ 31,350	
EPS (Task 3 - Economic Analysis)	\$ 132,000	
Cyberarty (Task 2 - Transcription of Hearings)	\$ 3,010	
Administrative Cost (5%)	\$ 8,318	
TOTAL PRICE	\$ 623,238	

ASSUMPTIONS
 Assumptions that explain the basis of the proposed price are enclosed and are an integral part of this proposed scope for work for services.



Table 1
Sonoma County
Cannabis Study
EPS Sub Budget Estimate

Estimate as of:
June 14, 2022

Task No.	Task Description	EPS Hours				EPS Fee	Contracted	Total Fee
		Zehnder	Martens	Sr. Assoc.	Admin.			
1	Project Initiation	12	18	20	2	\$11,450	\$1,000	\$12,450
2	Literature Review/Case Studies	4	12	24	2	\$8,320	\$2,500	\$10,820
3	Industry Outreach	6	6	24	2	\$7,590	\$2,500	\$10,090
4	Industry Profile and Market Analysis	10	22	40	2	\$15,230	\$2,500	\$17,730
5	Real Estate Market Impacts (Optional)	6	22	12	2	\$9,090	\$0	\$9,090
6	Economic Multiplier Analysis	8	24	40	2	\$15,060	\$0	\$15,060
7	Fiscal Analysis	8	24	40	2	\$15,060	\$0	\$15,060
8	Scenario Analysis	16	32	64	2	\$23,540	\$6,500	\$30,040
9	Meetings, Report, Presentations	14	26	40	6	\$17,730	\$2,500	\$20,230
TOTAL PHASE I		84	186	304	22	\$123,070	\$17,500	\$141,000 \$132,000



**Cannabis Ordinance EIR
W-Trans Fee Estimate**

Task	HOURS BY STAFF MEMBER						Total Hours
	Dalene Whitlock	Zack Matley	Associate Engineer	Assistant Eng'r/Plnr	Admin	Misc	
Task 1.0 Project Management	2	0	7	0	0	\$0	9
Task 2.0 Environmental Impact Report	22	39	34	44	2	\$1,115	141
	24	39	41	44	2	\$1,115	150

Task	FEE AT HOURLY RATES INDICATED						TOTAL
	\$330	\$245	\$160	\$135	\$130	LS	
Task 1.0 Project Management	\$660	\$0	\$1,120	\$0	\$0	\$0	\$1,780
Task 2.0 Environmental Impact Report	\$7,260	\$9,555	\$5,440	\$5,940	\$260	\$1,115	\$29,570
	\$7,920	\$9,555	\$6,560	\$5,940	\$260	\$1,115	\$31,350

These rates are valid for work performed prior to December 31, 2022. Work performed after January 1, 2023, and any subsequent year may be billed at the revised rates established for that year. * Mileage charge will be based on the IRS Standard Mileage Rate (set at \$0.585/mile effective January 1, 2022) plus 10 percent.

The following are assumptions associated with the proposed budget.

1. Lump-Sum Price. The proposal is a lump-sum price to perform the proposed scope of work. Monthly invoices will be submitted based on percentage of progress toward completion occurring in each billing period.
2. Compliance with CEQA. The price assumes that environmental services are offered in compliance with CEQA. Work related to NEPA compliance, Section 404, or other permit processes is not included. This work can be provided with a contract amendment.
3. Schedule. The price is based on the proposed schedule. If the schedule is protracted significantly (more than 60 days) for reasons beyond Ascent's control, a budget amendment may apply to the remaining work. Ascent will consult with the County about a course of action.
4. Completion of Work. The scope of work is complete upon the acceptance by County staff of the final deliverable.
5. Price and Staff Allocation to Tasks. Labor, subconsultant, and other direct costs have been allocated to tasks to determine the total budget. Ascent may reallocate costs and labor resources, as needed, as long as the total contract price is not exceeded.
6. Meetings and Conference Calls. The number and duration of proposed meetings and conference calls are specified. If they are exceeded, a budget augmentation would be warranted.
7. Subcontractor Administrative Cost. An administrative cost of 5 percent will be applied to subcontractor prices for purposes of contract execution and management, invoicing, and payment processing.
8. Billing Rates. Costs were determined based on the proposed scope of work and Ascent's current billing rates. Any budget augmentations or contract amendments in subsequent years will be calculated using updated billing rates, unless precluded by contract terms.
9. Changes to the Project or Alternatives. If the descriptions of the project and alternatives are changed after they have been approved for use by County, a budget amendment will be warranted to the extent completed work needs to be revised or redone.
10. Scope of Analysis. The price is based on the proposed scope of analysis. If new technical issues, alternatives, field surveys, modeling, or analyses are identified after contract execution, a budget amendment would be warranted.
11. Adequacy of Provided Materials. Materials provided by others are assumed to be complete and adequate for use in the analysis. If supplemental or revised analysis, studies, data, or fieldwork is needed to render such materials adequate, a budget amendment would be warranted.
12. Tribal Consultation. Whether a tribe or tribes will request consultation under AB 52 is unknown. The scope and budget therefore do not include performance of this

consultation. Consultation assistance can be added, if needed, with a scope and budget amendment.

13. Preliminary Draft Review Cycles and Reviewers. Preliminary draft review cycles are specified in the scope of work. Preliminary drafts will be reviewed by County staff and not by other agencies or entities. Responses to additional reviewers, review cycles, or versions of preliminary drafts can be provided with a budget augmentation.
14. Consolidated Comments. The County will provide Ascent with one consolidated set of reconciled, nonconflicting comments on preliminary drafts.
15. Responses to Public Comments. After public review of the draft environmental document, Ascent will prepare a list of commenters; compile, organize, review, and evaluate comments; and coordinate with the County to develop response strategies. Labor hours budgeted for preparing responses to comments is identified in the proposed budget spreadsheet. If the number or complexity of comments requires a greater level of effort, Ascent and the County will coordinate about a course of action and budget augmentation, if needed.
16. References Cited. Ascent will maintain electronic copies of cited references and provide electronic files during public review. Ascent will submit electronic copies of all references to the County for archiving upon completion of the scope of work.
17. Reproduction Costs. The number of copies, document length, and extent of color graphics are not yet known, so the reproduction cost for paper copies is not included. Ascent will advise the County of the costs to produce the documents after they are known. The cost will be passed through as charged to Ascent without an additional administrative fee.
18. Final Environmental Document. The final environmental document will consist of a comments and responses to comments volume or chapter. Text revisions to the draft document, if needed, will be assembled in a section. Modification, redline/strikethrough, and reproduction of the entire draft document are not included but can be provided with a budget amendment.
19. Litigation Support. Ascent is available to assist in the lead agency's response to a lawsuit, subject to a contract amendment. Except for electronic files of cited references, assembly of an administrative record or project record is not included but can be provided with a budget augmentation.

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: **21-22-017 Ascent Cannabis EIR.**
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is:
County of Sonoma, its officers, agents, and employees
Attn: Permit Sonoma
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.