

AGREEMENT FOR CONSULTING SERVICES

This agreement ("Agreement"), dated as of September 13, 2022 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Rincon Consultants, Inc. (hereinafter "Consultant").

R E C I T A L S

WHEREAS, Consultant represents that it is a duly qualified environmental science, urban and comprehensive planning, and engineering firm, experienced in the preparation of preparation of Safety Element updates as part of General Plans 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 preparation of an update to the Sonoma County General Plan Public Safety Element and Environmental Justice Policies.

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

A G R E E M E N T

I. Scope of Services.

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

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

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

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

1.4 Assigned Personnel.

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

2. Payment.

For all services and incidental costs required hereunder, Consultant shall be paid on a time and material/expense basis in accordance with the budget set forth in Exhibit B, provided, however, that total payments to Consultant shall not exceed \$464,106, without the prior written approval of County. Consultant shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

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

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

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

3. Term of Agreement. The term of this Agreement shall be from September 13, 2022 to December 31, 2023 unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

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

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

4.3 Delivery of Work Product and Final Payment Upon Termination.

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

4.4 Payment Upon Termination. Upon termination of this Agreement by County, Consultant shall be entitled to receive as full payment for all services satisfactorily

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

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

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

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

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

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

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

9. Representations of Consultant.

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

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

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

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

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

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

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

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

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

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

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

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

10. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of

any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

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

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

TO: COUNTY:	Permit Sonoma Attn: Accounting 2550 Ventura Ave Santa Rosa, CA 95403
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TO: CONSULTANT:	Rincon Consultants, Inc. 4825 J Street, Suite 200 Sacramento, CA 95819
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When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

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

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

13.11 Federal Financial Assistance. Certain work under this Agreement may be funded in part or entirely by financial assistance from the federal government, including from the U.S. Department of Housing and Urban Development (HUD CDBG). With regard to all such work, Contractor shall comply and acknowledges compliance with the terms and conditions attached hereto as Exhibit D, incorporated herein by reference.

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

CONSULTANT: _____

By: _____

Name: _____

Title: _____

Date: _____

COUNTY: COUNTY OF SONOMA

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

By: _____
Department Director or Designee

Date: _____

APPROVED AS TO FORM FOR
COUNTY:

By: _____
County Counsel

Date: _____

EXECUTED BY:

By: _____
Department Director

Date: _____

Project Scope of Work

Safety Element

Task S-1.0 Project Management

Della Acosta will serve as the main point of contact with the County for the Safety Element tasks and will track the project schedule and budget to ensure that we stay within their respective parameters. As project manager, she will regularly communicate with the County via telephone and email and will proactively identify any potential issues that arise. If issues arise that may affect the schedule or budget, Rincon will immediately communicate this to the County and determine a mutually agreeable course of action for resolution. Individual Task Leads and the Principal will help ensure quality control by reviewing all work products before they are sent to the County.

Project Management and Coordination. As part of this assignment, Ms. Acosta and/or (depending on the stage of the project) Task Leads will participate in and/or conduct bi-weekly half-hour check-in conference calls with County staff and other pertinent consultant team members as needed to review project and task statuses, milestones, and project needs and concerns. We have found such meetings to be essential in ensuring timely project execution. Through these regular check-in calls, we will proactively identify project issues, immediately bring those issues to the attention of County staff, identify potential solutions, and coordinate with County staff as to the best course of action.

Assumptions

- Biweekly meetings are virtual and up to 30 minutes in length.
- Rincon will attend up to 24 meetings.
- The project will occur over an 11-month period.

Deliverables

- Biweekly check-in call agendas and meeting minutes

Task S-1.1: Safety Element Kick-off Meeting

Upon notice to proceed, Rincon will facilitate a kickoff meeting with County staff. The purpose of the kickoff meeting is to discuss the project scope and schedule, initiate the community engagement strategy development, discuss data needs, discuss approaches for compliance with CEQA requirements, and establish communication and invoicing protocols. Rincon will prepare a memorandum based on the input received at the kickoff meeting describing roles and responsibilities of the project team, including consultant and County staff, and communication and invoicing protocols. Rincon will also describe the type of CEQA compliance document that will be prepared to provide the County with environmental clearance to adopt the Safety Element. A final scope, budget, and schedule will be provided, as necessary, along with a data needs list.

Assumptions

- The kickoff meeting will be one hour long.
- The kickoff meeting will be virtual.

Deliverables

- Kickoff meeting materials (agenda, slides, minutes)
- Finalized project scope, budget, and schedule
- Environmental scoping memorandum
- Memorandum describing roles and responsibilities, communication expectations, invoicing protocols, and data needs

Task S-2.0 Data Collection and Assessment of Existing Materials

Task S-2.1: Safety Element Evaluation. Rincon will collate a list of safety-related programs, adopted policies, and actions that are in place based on a review of key plans, including the County's General Plan Safety Element, other General Plan elements, area and/or specific plans, the County's zoning ordinance, the County's Emergency Operations Plan, the Board of Supervisors Climate Change Action Resolution (18-0166), the County's Five-Year Strategic Plan 2021-2026, and the County's Recovery and Resiliency Framework. Each program, policy or action will be tagged with key descriptors, including hazards, assets, or populations that are being addressed, and the geographic scope of the program area. The purpose of this step will be to evaluate the County's progress in implementing existing programs and identify gaps in programs or projects that the County should address as part of the Safety Element update to bring it into compliance with Government Code 65302. Gaps will also be identified based on latest best practices in hazard management.

Rincon will leverage our proprietary Measure Analysis and Success Tracking (MAST) Tool to complete an analysis of the County's success rate in implementing safety-related programs, policies, and actions. MAST allows Rincon to evaluate the quality and progress of actions included in hazard-related planning documents in an intuitive interface. The MAST tool will help to identify implementation barriers to better inform Safety Element policies and programs as part of Task S-5. A memorandum accompanying the tool will be prepared that identifies key implementation barriers and existing goals, policies, and programs recommended for inclusion into the updated Safety Element.

Task S-2.2: General Plan Consistency. The Rincon team will evaluate goals, policies, and programs in other General Plan elements to identify inconsistencies and recommend a list of items that should be updated to maintain internal consistency. To ensure complete and accurate General Plan consistency is achieved, this task will be completed following Task S-5.0.

Assumptions

- County will identify additional planning documents for Rincon to review, as applicable.
- County will provide digital files of planning documents.
- County will work in the MAST tool to identify status and effectiveness of the measures.
- Rincon will respond to and address one set of consolidated comments from County staff for each deliverable.

Deliverables

- Memorandum evaluating the County's progress in implementing existing goals, policies, and programs and identifying major policy gaps in hazard management
- Completed MAST Tool and memorandum summarizing key findings
- Memorandum evaluating existing General Plan goals, policies, and programs, including a preliminary list of policies and information in other General Plan elements that may require amendment to maintain internal consistency
- List of any additional data needs to complete the hazard profiles required by Government Code § 65302(g) and to support community and local decision-maker needs

Task S-3.0 Community Engagement Strategy

Task S-3.1: Community Engagement Strategy. Through our work in Sonoma County and updating general plans for other communities, Rincon and Equity First understand public engagement will be critical. We strive to equitably reach all community members using a variety of methods through the languages, spaces, and practices they are most comfortable using, and by working closely with local community groups, organizations, staff, and officials who know Sonoma County best. Rincon and Equity First will develop a systematic outreach and engagement strategy that outlines a transparent process, identifies key stakeholders and populations historically underrepresented throughout the county, strengthens existing bridges between residents and decision makers, and ensures community ownership of the updated elements and policies moving into the future.

This Engagement Strategy may be combined with the Engagement Strategy for the Environmental Justice Element (Task EJ-3.0) to take advantage of overlap between interested community members and stakeholders and to maximize participation and efficiency.

The engagement strategy will be consistent with the recommendations in the County's Five-Year Strategic Plan 2021-2026. Strategic Plan Goal 4, "Engage community members and stakeholder groups to develop priorities and to advance racial equity," which provides direction to collaborate with community members to develop racial equity strategies for County emergency response. Rincon will work closely with County staff to identify opportunities to implement other strategies for equitable community engagement developed as part of the strategic plan implementation.

Task S-3.2: Community Surveys. Rincon will prepare a series of micro-surveys that are intended to both generate interest in the Safety Element update and solicit community input on priorities and resilience strategies. The survey link could be shared on the County's social media pages to increase response and distributed by the County via existing list serves, at standing community events, and through other communication methods. Up to five questions are anticipated to be developed for each micro survey, assuming a total of 4 micro surveys throughout the project duration. Following closing of each micro-survey, Rincon will prepare an accompanying summary report with numerical breakdown of responses, charts and graphs, and narrative descriptions of the qualitative results. The surveys will be provided in Spanish and English.

Task S-3.3: Community Workshops. We understand from our experiences working in Sonoma County and with local disadvantaged communities that many households in the area, particularly in West County, have

challenges with sufficient internet service provision. Given this reality, we propose to focus on in-person engagement with supplemental digital components. Rincon staff will organize two community workshops focused on residents' experiences with natural hazard risk, household preparedness and impacts, and available resources. The workshops will be held in accessible locations and provided in English and Spanish, with a focus on gaining perspective from residents on areas of natural hazard risk, those facing inequities in risk or mitigation, the challenges they face, and what strategies and resources would be beneficial.

Task S-3.4: Stakeholder Focus Group Interviews. In order to accurately assess the needs, resources, and gaps in the County's natural hazard and climate change resiliency framework, we must speak with the frontline responders and technical experts working daily to make Sonoma County a safe and healthy place for all. To understand past climate impacts and the ability for assets and populations to plan for and recover from climate-related events, the Governor's Office of Emergency Services' California Adaptation Planning Guide recommends outreach to asset and service managers and other stakeholders. Assessing vulnerability involves determining the exposure and sensitivity of assets, facilities, and populations to climate hazards and adaptive capacity. Interviews with asset managers from local departments and agencies (e.g., Department of Transportation and Public Works, Department of Emergency Management, Office of Recovery and Resiliency, County Administrator's Office staff responsible for managing Emergency Services Function) will elicit information on existing and planned efforts to manage climate impacts now and in the future for inclusion in the Climate Change Vulnerability Assessment (Task S-4.1).

The virtual interviews will help inform climate adaptation policies and programs to be developed for the County's Safety Element update. Rincon staff will hold up to three virtual focus group interviews via one-hour long video calls with technical advisors, staff, and/or asset managers to gather information, perspective, and advice on mapping, analyzing, and addressing the hazard risks in Sonoma County. These meetings would include a brief presentation from Rincon about the expected climate change hazards in Sonoma County and identified community sensitivities (e.g., road network, electric utility lines, population groups, etc.), followed by a question and discussion session where Rincon will present the asset managers with questions related to historical impacts and existing and planned programs and policies to address climate change. Examples of questions include:

- What services have been impacted by climate hazards in the past?
- What facilities have been damaged, destroyed, or otherwise impacted?
- How have impacts varied across your community?

Assumptions

- County staff will help to identify the asset managers for interviews and set up each meeting.
- County staff will distribute promotional materials and information about workshops, assist with venue selection and securement, and material storage (if necessary)

Deliverables

- Community Engagement Strategy Memorandum and Final Community Engagement Plan
- Draft micro-survey questions in Word for County staff review and final micro-survey in Survey Monkey or Google Forms
- Workshop promotional materials:
 - Two flyer designs (digital)
 - Two social media graphic designs (digital)
 - Up to six social media language blurbs
- Materials for two community workshops:
 - Workshop Logistics Plan (digital)
 - Two presentations (digital)
 - Up to eight posters (digital and print)
 - Sign-in sheets, comment cards, nametags

- Facilitation of and attendance at five community workshops (up to two Rincon staff members and two additional team members' attendance)
- Summary memo of findings from each engagement activity (survey, community workshops, interviews, and focus groups)
- Appendix to the Climate Change Vulnerability Assessment summarizing the findings of the asset manager interviews
- Memorandum including a list of sensitive community assets and populations in Sonoma County, County agencies and stakeholders to be interviewed, and interview questions
- Up to three virtual meetings with asset managers

Task S-4.0 Analysis

Task S-4.1 Climate Change Vulnerability Assessment

Rincon will prepare a climate change vulnerability analysis (CCVA) to identify and begin defining future climate change adaptation strategies for integration into the General Plan Safety Element Update. This step will also help the County with Safety Element Update implementation efforts following these planning efforts.

In accordance with California Government Code 65302(g) and SB 379, Rincon will complete a CCVA which will detail the anticipated climate impacts in unincorporated areas of Sonoma County, including increases in temperature, more intense and frequent heat waves, more intense and frequent drought, higher frequency of catastrophic floods, increasing sea level rise and coastal floods, and more severe and frequent wildfires. At a qualitative level, Rincon will evaluate the locations of the County's critical facilities and services (such as fire stations, evacuation routes, etc.) in relation to potential climate change impacts based on readily available geospatial data. The CCVA will be prepared consistent with the latest (2020) California Adaptation Planning Guide, as described in California Government Code 65302(g) and the Office of Planning and Research's General Plan Guidelines. Rincon will utilize maps and data from existing plans and available sources of geospatial data, including:

- Information from the internet-based Cal-Adapt tool.
- Information from the internet-based Healthy Places Index tool to identify vulnerable populations.
- Information from the Sonoma County Multi-Jurisdictional Hazard Mitigation Plan.
- Information from California's Fourth Climate Change Assessment.
- Historical data on natural events and hazards, including locally prepared maps of areas subject to previous risk, areas that are vulnerable, and sites that have been repeatedly damaged.
- Existing development in identified at-risk areas, including structures, roads, utilities, and essential public facilities.

A key component of the CCVA will be an evaluation of the potential for climate change to disproportionately impact vulnerable population groups (e.g., seniors, children, low-income communities, outdoor workers, etc.). Rincon will align information on vulnerable groups with the County's Environmental Justice Element to capture communities that bear high rates of pollution burden. Information on climate change associated with Sonoma County Multi-Jurisdictional Hazard Mitigation Plan will also be included to ensure consistency and alignment between planning efforts.

The CCVA will employ existing modeling results per state guidance provided in California Government Code 65302(g) and the Office of Planning and Research's General Plan Guidelines, and not include additional quantitative asset analysis.

Rincon anticipates up to one round of review of the CCVA. The administrative draft will be submitted electronically only (Word), and we will respond to compiled, tracked changes from the County. The final version of the CCVA will be provided as electronic copies (Word and PDF), and no hard copies have been

assumed. Rincon will create an executive summary with high-quality graphics, bullets, and takeaways for ease of various County departments and public consumption of the information.

Assumptions

- The Climate Change Vulnerability Assessment will be based on readily available information, such as from Cal-Adapt.

Deliverables

- Climate Change Vulnerability Assessment (one round of review) to be appended to the Safety Element
 - Administrative Draft (Word Document)
 - Final Draft as an appendix to the General Plan (Word Document and PDF)
- Executive Summary with high-quality graphics (Word Document and PDF)

Task S-4.2 Climate Adaptation Goals, Policies, Objectives, and Implementation Measures

Rincon will prepare Climate Adaptation Goals, Policies, Objectives, and Implementation Measures that address Government Code Section 65302(g), the findings of the CCVA (per Task S-4.1), and input received as part of community engagement under Task S-3.0. Rincon has a multi-disciplinary team of biologists, environmental scientists, engineers, historians, archaeologists, and Native American tribal liaisons that have the technical knowledge and experience to inform best practices and innovative solutions that offer multiple benefits, including nature-based solutions, climate smart agricultural practices, and wildfire mitigation strategies. Equity First will develop equity criteria to evaluate all implementation measures and help identify gaps that will be addressed with using adaptation strategies designed to address underlying inequities which contribute to climate vulnerabilities. This will include adaptation strategies that are paired with economic development, housing affordability, increased access to services, jobs, and public facilities and amenities, and improved health outcomes, among others, to go beyond simple adaptation concepts like increasing tree plantings and running cooling centers. Strategies will also account for cascading risks and anticipated complexity in emergency response by promoting multi-sectoral and regional-scale solutions. Multi-benefit adaptation strategy implementation measures will also be proposed to better position the County for future funding, including strategies that reduce carbon, restore natural resources, promote housing production, and other benefits prioritized by the state.

Deliverables

- A list of recommended goals, policies, objectives, and implementation measures based on the CCVA findings and requirements of Gov. Code § 65302(g)(4)(B)-(C).

Task S-4.3 Evacuation Route Analysis

Fehr and Peers will assist the County of Sonoma in compliance with SB 99 [Government Code Section 65302(g)(5)] and AB 747 [Government Code 65301.15(a)] as part of the Sonoma County Public Safety Element update. The approach is based on a similar approach taken by Fehr & Peers to complete the County of Napa's Safety Element Update, which also includes a multi-jurisdictional evacuation component.

Fehr & Peers' work is intended to provide an assessment of roadway capacity under the described evacuation scenarios, for affected areas based on specified hazards requiring evacuation, that will be defined by the County. We will build on evacuation planning efforts undertaken by the Sonoma County Department of Emergency Management (DEM) including available geography-based evacuation platforms that provide information at the evacuation zone level including demographic data, shelter locations, evacuation routes, and traffic control locations. Please note that emergency evacuation can occur due to any number of events. Additionally, any emergency movement is unpredictable, as is individual behavior related to evacuation events. As such, Fehr & Peers' assessment is intended to provide the County with a focused assessment of the capacity of the transportation system during a limited set of evacuation

scenarios; it does not provide guarantees as to the adequacy of the system nor can it guarantee that the findings are applicable to any or all situations.

Moreover, as emergency evacuation assessment is an emerging field, there is no established standard methodology. Fehr & Peers has adopted existing methodologies in transportation planning that, in our knowledge and experience, Fehr & Peers believes are the most appropriate. Nevertheless, such methodologies are necessarily also limited by the budgetary and time constraints in the scope of work, and by the current state of the knowledge.

Finally, there are an infinite number of emergency events and evacuation scenarios that might occur in the County. As such, our scope below is tailored to focus on a limited number of key events identified in coordination with the County and participating agencies and key considerations to address those events.

Task S-4.3a – Evacuation Route Identification. The Fehr & Peers team will host a virtual workshop with County and participating agency staff to identify key evacuation routes and shelters that will build from available geography-based evacuation platforms and expand on the County's GIS Base Map. Major hazard areas, such as the Wildland Urban Interface and major historic flood areas (i.e., Russian River Valley and low-lying Laguna de Santa Rosa areas), will be reviewed with the Circulation Element maps for the County and participating agencies to assist in identifying evacuation routes in the review area (limited to major arterials and state highways in the study area). Fehr & Peers staff will attend the workshop meeting, and we anticipate agency staff will include DEM, emergency responder personnel, and the County Engineer or Traffic Engineer.

Task S-4.3b – SB 99 Accessibility Assessment [Government Code Section 65302(g)(5)]. Our work will focus on working with the County and participating agencies to identify the key elements of an evacuation event and test the applicability and scalability of these events across the County.

GIS will be used to identify areas of the unincorporated County in designated hazard areas, identified by the project team and County staff, that have limited accessibility (i.e., only one way in or out) based on the roadway network and serve 30 or more parcels/homes. This will include the following mapping assessments:

1. SB 99 Mapping: We will map “constrained parcel groups”—clusters of parcels within hazard zones in the unincorporated areas that have only one emergency egress.
2. Accessibility Mapping: We will evaluate the distance people have to travel to reach evacuation centers or gateways to other counties. This will assist in identifying potentially vulnerable communities that have limited accessibility.

Task S-4.3c – AB 747 Capacity Assessment [Government Code 65301.15(a)]. As part of this task, Fehr & Peers will review the capacity of the evacuation route system. We will work with the County to identify up to 20 critical “evacuation zone groups” (the identification of these zone groups will be based on areas with one-way-in-one-way-out roadway network accessibility as discussed in Task S-4.3b) and work with the County and participating agencies on an analysis methodology to identify the likely amount of time key roadway system bottlenecks would be congested. We anticipate using the roadway attribute information from the regional travel demand model (number of travel lanes, roadway classifications, etc.) to inform the capacity assessment. We also anticipate the ability to utilize available geography-based evacuation platforms and the SCTA travel demand model land use data to determine the numbers of households and people that may need to be evacuated from key zones. Please note that we have scoped out a “high-level” assessment, using planning parameters related to hourly vehicle throughput to assist with the timing estimates. Other, more sophisticated approaches are available (including use of Fehr & Peers’ EVAC+ tool), but due to budget constraints, we have not built that into our scope and fee.

The results above will be used to “test” their scalability in the area (e.g., how is evacuation time affected by multiple zones requiring evacuations), but also test potential evacuation scenarios that will occur in the County. Given the infinite number of scenarios that could occur, we will work with the County staff and participating agencies to identify and then evaluate up to five likely evacuation events that would require evacuation from the 20 identified zone groups. These events could include wildfire, earthquakes, flooding, landslides and/or significant infrastructure failure.

Task S-4.3d – Scenario Recommendations. The Fehr & Peers team will use the five likely evacuation events to develop recommendations that focus on potential circulation constraints and capacity issues. This could include improved emergency response time, increased notifications, evacuation drills for residents, and/or improved infrastructure to assist with evacuation (e.g., improved roadway network connectivity in some areas). These recommendations will be discussed with County and participating agency staff to discuss the results and discuss refinements of the information.

Task S-4.3e – Identify Policies and Implementation Programs. The Fehr & Peers team will identify policies and implementation programs recommended for incorporation into the Safety Element (and, if desired, Circulation Element) to provide compliance with SB 99 and AB 747. These recommendations may include additional roadways, emergency routes, and/or development limitations for areas where circulation constraints may affect future development and will utilize the information developed in tasks S-4.3a, S-4.3b, S-4.3c, and S-4.3d.

Deliverables

- A map of evacuation routes and description of shelter locations.
- A report identifying evacuation routes and the evaluation of their capacity, safety and viability and evacuation locations for up to five emergency scenarios. A draft of the report will be prepared and submitted to County staff for review and comment. Fehr & Peers will respond to one round of consolidated comments (up to 8 hours of staff time) and prepare a final report.
- A map showing “constrained parcel groups” of residential developments located in hazard areas in the unincorporated County without at least two emergency evacuation routes.

Task S-4.4 Hazard Profiles and Mapping

In Task S-2.0 Rincon will review the Sonoma County Multi-Jurisdictional Hazard Mitigation Plan (MJHMP) as part of overall data collection and assessment of existing conditions. Under this task, Rincon will also identify gaps in the MJHMP hazard profiles, and the information required by statute for the Safety Element, including, but not limited to, the most up-to-date information on seismic and geologic hazards, flood hazards, and wildfire hazards. The proposed scope of this task will include any data collection necessary to respond to statutory requirements, in addition to developing summaries of each hazard affecting public safety with accompanying maps for incorporation into the Safety Element. Rincon will review applicable local, regional, state or federal plans, maps, or other sources as necessary for the Safety Element update, and its incorporated plans such as the MJHMP, to provide the community, staff, and local decision-makers with a comprehensive account of the hazards affecting the planning area.

Rincon will summarize any necessary updates that will be made to existing natural and manmade hazards and how they will be affected by the existing climate crisis, utilizing data from local, regional, state, and federal resources. As part of this evaluation, Rincon will also summarize any updates to the geological environment and associated hazards, including how these hazards will evolve over time as a result of climate change.

Deliverables

- Summary of each hazard category affecting public safety
- Maps of seismic and other geologic hazards including liquefaction, landslide, earthquake fault zones, and ground shaking; flood hazards; wildfire hazards; fire protection responsibility areas; dam failure inundation hazard areas; expansive soils; and any other applicable information

Task S-4.5 Wildfire Risk Summary and Mitigation Strategies

In recognition that the risk of wildfire is anticipated to increase due to climate change, due to increases in extended drought conditions, changes in precipitation, and increases in temperatures, Rincon’s teaming partner, Wildland Res Mgt will prepare a summary report summarizing key wildfire hazards and risks based on the Sonoma County Community Wildfire Protection Plan and the MJHMP. The report will include

- The description of the current setting
- Potential for, and mechanisms by which, sensitive resources could be impacted by wildfire
- Management actions that can be implemented to reduce wildfire impacts
- Recommendations regarding risk reducing actions

Wildland Res Mgt will formulate risk-reducing management approaches (primarily vegetation treatments) and identify locations warranting high priority in terms of vegetation treatments for inclusion in the Safety Element Update.

Assumptions

- Report will be based on existing data, primarily from the Sonoma County Community Wildfire Protection Plan and the MJHMP.

Deliverables

- Draft Wildfire Risk Summary Report
- Final Wildfire Risk Summary Report

Task S-5.0 Policy Development and Administrative Drafts

Task S-5.1 Develop Draft Safety Element Goals, Objectives, Policies

Task S-5.1a: Draft Safety Element Policy Framework. Rincon will develop a policy framework working paper with policy concepts based on the results of the previously conducted analysis and community engagement efforts. The policy framework will briefly introduce each topic with background information and any applicable issues and opportunities previously assessed and considered. As part of this effort, focus areas based on the findings of the CCVA will be identified in close consultation with County staff. Focus areas could be centered around asset groupings (ecosystems, frontline communities, economic drivers), highly vulnerable geographic areas (areas with overlapping climate hazards), and regional systems (water infrastructure). Potential policy approaches will be given, followed by a set of draft goals for consideration. This framework will be used to facilitate early evaluation and discussion of policy approaches with County staff, Planning Commission, and Board of Supervisors to ensure early buy-in and higher rates of success in implementation.

Task S-5.1b: General Plan Consistency Amendments. In Task S-2.0, Rincon will review the County's General Plan and provide an analysis of relevant legislation and assessment of potential amendments to maintain consistency with the legally required Safety Element and Environmental Justice updates. In Task S-5.1b, the team will prepare draft amendments to relevant elements of the General Plan to provide for consistency with the new goals, objectives, policies, and programs in the updated Safety Element. Review of the County's area plans and preparation of a list of potential area plan amendments is not included in this scope and budget but may be negotiated as an additional cost as part of Task S-1.0.

Task S-5.1c: Study Sessions. The Rincon team will attend up to two workshops (one with Planning Commission and one with Board of Supervisors) to allow decision makers to review the findings and draft policy strategy for both the Safety Element and Environmental Justice policies. The Rincon team will prepare draft PowerPoint presentations and hold a one-hour preparation meeting with County staff prior to each meeting. Up to two Rincon team members will attend each meeting.

Assumptions

- Study sessions will be virtual.

Deliverables

- Draft Safety Element Policy Framework

- Two study session presentations
- Draft General Plan policy changes or revisions, as necessary
- Attendance at one public workshop with the Planning Commission
- Attendance at one public workshop with the Board of Supervisors

Task S-5.2 Prepare Administrative Draft Safety Element

Rincon will prepare an Administrative Draft Safety Element that addresses recent legislation pertaining to emergency evacuation routes, wildfire risk reduction, and climate adaptation planning, as well as all other requirements for the Safety Element as outlined in Government Code Section 65302(g)(1). Although emphasis is on natural hazards such as flooding, landslides, urban and wildfire, and seismic hazards, other safety issues such as hazardous materials will also be addressed.

The Safety Element will also be updated to reflect the recent adoption of the Sonoma County Multi-Jurisdictional Hazard Mitigation Plan, including incorporating the countywide analysis and mitigation strategies in accordance with SB 379 to provide policies and programs that avoid and/or mitigate the risk associated with climate change. The Rincon team will also include a summary appendix of community engagement conducted as part of the update process.

Rincon anticipates one round of review of the Administrative Draft Safety Element. The draft will be submitted electronically (Word) and we will respond to compiled, tracked changes from the County.

The team will update background information, associated maps, and regulatory context for the following topics currently included in the Safety Element: soils, seismic, and other geologic hazards; flood hazards; fire hazards; and hazardous materials. The team will develop brief summaries to be inserted into the document regarding evacuation and climate change based on the technical reports prepared under Task S-4.1, Task S-4.3, and Task S-4.5. The team will also include historical data on floods and wildfires. The update will also include a discussion of how it aligns with other General Plan elements. It will also incorporate by reference recent relevant plans, including the MJHMP.

Rincon will update goals, objectives, policies and implementing actions to comply with state law and align with OPR's General Plan Guidelines for Safety Elements (Chapter 4), OPR's Wildfire Advisory Series, and CAL FIRE's checklist. The updated content will also reflect mandated California legislative priorities, including;

- **Wildfire.** Recent Statutory Amendment (post 2014) pursuant to Government Code 65302(g)(3) and 65302.5.
- **Flood.** Recent Statutory Amendment (Post 2009) pursuant to Government Code Section 65302(d)(1) and (g)(1).
- **Disadvantaged Unincorporated Communities.** Recent Statutory Amendment (Post 2013) pursuant to Government Code Section 65302.10.
- **Climate Adaptation and Resiliency.** Planned Statutory Amendment (post 2017) pursuant to Government Code 65302(g)(4) v. Certified Local Ordinances: Local ordinances certified as meeting or exceeding Title 14 SRA Fire Safe Regulations, pursuant to 14 CCR 1270.01 and 1270.03. vi.

Policies will be clear, actionable, and aim to reduce risk and mitigate hazard impacts. Climate adaptation and resilience goals, objectives, policies, and programs developed under Task S-4.2 will be incorporated.

Rincon will prepare the Administrative Draft Safety Element in Microsoft Word, using the same format as recent General Plan element updates or an alternate format according to the County's preferences. Based on comments from County staff, a Public Review Draft Safety Element will be prepared for public distribution and submittal to CAL FIRE for draft review.

Deliverables

- Administrative Draft Safety Element with appendices for community engagement findings and other supporting material

Task S-6.0 Public Review

Task S-6.1 Public Review Draft Safety Element

The team will assist the County in submitting the Public Review Draft of the draft Safety Element to the California Department of Forestry and Fire Protection (CAL FIRE). Based on feedback, the team will revise the document to develop the Final SE. Our team will facilitate up to one meeting with CAL FIRE to discuss CAL FIRE review comments. We have been engaged with CAL FIRE on their review of multiple Safety Elements and are experienced in addressing their comments. The final Safety Element will be submitted to State and federal agencies, pursuant to State and applicable grant requirements, including the Board of Forestry and Fire Protection, Department of Conservation (DOC), California Office of Emergency Services (Cal OES), FEMA, Housing and Community Development (HCD), and OPR. We will attend the Board of Forestry and Wildfire Protection meeting who will issue a recommendation prior to the County Board of Supervisor's adoption hearing date.

Rincon will make changes requested responding to public comments received on the public review draft and prepare the final draft for consideration by decision makers.

Deliverables

- Public review draft of Safety Element and amendments to other General Plan elements if necessary (digital versions—Microsoft Word and PDFs)
- Final Safety Element and amendments to other General Plan elements if necessary, with comments or feedback incorporated as determined by County staff (digital versions—Microsoft Word and PDFs)

Environmental Justice

Task EJ-1.0 Project Management

Della Acosta will serve as the main point of contact with the County for the Environmental Justice tasks and will track the project schedule and budget to ensure they stay within their respective parameters. As project manager, she will regularly communicate with the County via telephone and email and will proactively identify any potential issues that arise. If issues arise that may affect the schedule or budget, Rincon will immediately communicate this to the County and determine a mutually agreeable course of action for resolution. Individual Task Leads and the Director will help ensure quality control by reviewing all work products before they are sent to the County.

For budget and schedule efficiency, we have combined Safety Element and Environmental Justice Element check-in calls into a single meeting time and budget task. Therefore, Environmental Justice Element meetings will be covered under task S-1.0.

Task EJ-1.0: EJ Element Kick-off Meeting (virtual). The Rincon team will hold a virtual Environmental Justice kick-off call with County staff, sub-consultant staff, and relevant department representatives to clarify project team, scope, timeline, and expectations for the Environmental Justice Element. This meeting will include a discussion of:

- Existing data sources and work done to date regarding environmental justice and equity
- Preliminary identification of methodology for identification of DUCs and areas to refine
- Stakeholders, community leaders, and organizations
- Engagement strategies and considerations
- Equity criteria framework for implementation measures

Assumptions

- The kickoff meeting will be one hour long.
- The kickoff meeting will be virtual.

Deliverables

- Kickoff meeting materials (agenda, slides, minutes)

Task EJ-2.0 Existing Conditions Analysis and Identification of Disadvantaged Communities

Task EJ-2.1: DAC Identification. To assess existing conditions, Rincon will review the County's General Plan, area and specific plans, and Zoning Ordinance; the Sonoma County Five-Year Strategic Plan; and the 2021 Portrait of Sonoma County. The Rincon team will review the General Plan to identify existing goals and policies related to environmental justice, and we will use guidance provided by the California Office of Planning and Research (OPR) pertaining to environmental justice to determine if an existing goal or policy supports the improvement of disadvantaged communities. Rincon will utilize this information to determine how environmental justice issues are currently being addressed and where new goals and policies will need to be developed to ensure compliance with SB 1000. Other sources of information will include CalEnviroScreen, the California Healthy Places Index, and the California Environmental Justice Alliance SB 1000 Toolkit.

SB 1000 defines the criteria for identifying a disadvantaged community (DAC) as follows:

*An **area identified by the California Environmental Protection Agency (CalEPA)** pursuant to Section 39711 of the Health and Safety Code or an area that is a **low-income area** that is **disproportionately affected by environmental pollution and other hazards** that can lead to negative health effects, exposure, or environmental degradation.*

The primary methodology for DAC identification will be the California Communities Environmental Health Screen Tool ("CalEnviroScreen 4.0") developed by the California Environmental Protection Agency's (CalEPA) Office of Environmental Health Hazard's Assessment (OEHHA) pursuant to Health and Safety Code Section 39711, SB 535, and AB 1550. The CalEnviroScreen 4.0 tool is the primary DAC identification tool recommended by the California Office of Planning Research (OPR) General Plan Guidelines for the Environmental Justice Element.

Rincon and Equity First will then develop a secondary methodology for DAC identification to pinpoint DAC census tracts considering the County's unique local context. This secondary methodology for DAC identification will screen for areas that have a disproportionately low household median income relative to the broader County context and have additional pollution burden and health risk factors in relation to the remainder of the County. To screen for these additional burdens, Rincon will utilize additional data sources beyond what is provided within the CalEnviroScreen 4.0 tool. These data sources may include but are not limited to, the U.S. Census American Community Survey, CARB's low-income communities map, and the ABAG/MTC mapping tools.

Rincon will prepare an Environmental Justice Technical Report, which will identify the major environmental justice challenges that Sonoma County's disadvantaged communities face, such as adverse air quality caused by proximity to major highways or agricultural areas, or inadequate access to regional transportation.

The Rincon team will conduct interviews with appropriate agencies and departments and obtain feedback through public engagement efforts to better understand and characterize the unique and disproportionate challenges faced by local communities. These agencies, departments, and community stakeholders will be identified with assistance from County staff during Task EJ-3.0, Community Engagement Strategy, described below. Feedback gathered through public engagement and targeted interviews with key stakeholders will be incorporated, as appropriate, in the Environmental Justice Element as described in Task EJ-3.0.

Rincon will prepare an administrative draft version of the Environmental Justice Technical Report to be reviewed by County staff prior to the preparation of a public review draft. The administrative draft will be submitted electronically (Word) only and we will respond to compiled, tracked changes from the County. Two rounds of review are anticipated. The public review version of the Environmental Justice Technical Report will be provided as a PDF, and no hard copies have been assumed.

Task EJ-2.2: General Plan Consistency. The Rincon team will evaluate goals, policies, and programs in other General Plan elements to identify inconsistencies and recommend a list of items that should be updated to maintain internal consistency. To ensure complete and accurate General Plan consistency is achieved, the final list of affected items will be completed following Task EJ-4.3.

Deliverables

- Map of disadvantaged communities
- Administrative Draft Environmental Justice Technical Report (Word version)
- Public Review Draft Environmental Justice Technical Report (Word and PDF versions)
- List of policies and information in other General Plan elements that require amendment to maintain internal consistency

Task EJ-3.0 Community Engagement Strategy

Task EJ-3.1: Community Engagement Strategy. The Rincon team will begin the community engagement effort by developing a Community Engagement Strategy that will outline our approach to each component of the program to educate, inform, and gain meaningful input from a broad and diverse range of groups and populations in Sonoma County. *This Engagement Strategy may be combined with the Engagement Strategy for the Safety Element (Task S-3.1) to take advantage of overlap between interested community members and stakeholders and to maximize participation and efficiency.*

To ensure meaningful participation and respect the time and contribution of residents and community partners, we've set aside budget to allocate stipends for participation at key points in the process.

The engagement strategy will be consistent with the recommendations in the County's Five-Year Strategic Plan 2021-2026. Strategic Plan Goal 4, "Engage community members and stakeholder groups to develop priorities and to advance racial equity," provides direction to collaborate with community members to develop racial equity strategies for County emergency response, and Rincon will work closely with Equity First and County staff to identify opportunities to implement other strategies for equitable community engagement developed as part of the strategic plan implementation.

Task EJ-3.2: Mobile Workshop Series. We know from our extensive experience living and working in Sonoma County that many of the communities we will be working to improve are also the least able to engage in traditional ways. Engaging with stakeholders where they already gather, such as markets and festivals, religious centers, and schools, is ideal for reaching diverse and often less represented community members. The Rincon team will create mobile versions of workshop activities or attend an already occurring community group meeting to discuss and gain input on the Environmental Justice effort. Often these can be in conjunction with other community events to maximize participation. However, in order to target all socioeconomic groups, stand-alone mobile workshops can occur at targeted neighborhoods and parks, using signage and/or small giveaways to attract participants. All our work will be done in parallel to other efforts and will be summarized after the event occurs.

We will develop activities that are informative and engaging designed to highlight priorities, assess needs, and identify potential solutions and gaps in resources. We will also provide activities for children to participate while we engage their parents.

We will:

- Maximize public participation by identifying opportunities to meet and engage the public, including multi-lingual communications, as necessary
- Focus on diverse locations to capture input from all socioeconomic groups in Sonoma County
- Establish exhibits that are graphical, easy-to-understand, and offer the ability to provide feedback quickly (maps, charts, surveys, and games)
- Set-up booths to reach the public at community events, such as farmer's markets, festivals, and local fairs that generate opportunities for increased project visibility and greater community participation.

In total, the Rincon team will provide up to six pop-up events and can provide additional events on a time-and-materials basis.

Task EJ-3.3: Roadshow Materials. The Rincon team will create a set of materials Sonoma County staff may use for additional opportunities for pop-up events, booths, or other community meetings. These materials may also be shared with partner organizations to conduct their own engagement and share feedback with the project team, if desired. The materials kit will include:

- Up to two poster designs, to be printed by the County at a printer of choice
- One informational slideshow template, to be modified by staff as needed
- Template for a sign-up sheet and comment cards
- One postcard design and one flyer design with information on the project. Information contained on these handouts will include direction to the project website for information on additional engagement opportunities.

Task EJ-3.4: Stakeholder Focus Group Interviews. To ensure accurate identification of County DACs and evaluate challenges, needs, and resources, we will conduct up to three virtual stakeholder interviews via one-hour long video calls with local community organizations and service providers. Interviews will be conducted in one-on-one or small group format and may include local and regional agencies, advocacy nonprofits, tribal groups, and key community representatives. The virtual interviews will help inform the DAC identification and environmental justice policies to be developed for the General Plan, as well as the community engagement locations and communication methods to address those issues areas.

These meetings would include a brief presentation from Rincon about the DACs and identified population sensitivities identified through Task EJ-2.1 and S-Task 4.1 (e.g., population groups, pollution burdened areas, etc.) followed by a question and discussion session to ascertain additional areas of vulnerability, historical and existing vulnerabilities and resources, and existing and planned programs and policies to address environmental justice.

Assumptions

- County will help to identify and convene the participants for interviews
- County will send links to virtual meeting for interviews

Deliverables

- Community Engagement Strategy Memorandum and Final Community Engagement Plan
- Mobile workshop promotional materials (to be modified prior to each event):
 - Two flyer designs (digital)
 - Two social media graphic designs (digital)
 - Up to six social media language blurbs
- Materials for mobile workshops:
 - Workshop Logistics Plan (digital)
 - Up to eight posters (digital and print)
 - Sign-in sheets, comment cards, nametags

- Additional activity materials to be determined
- Up to two Rincon team members at each mobile workshop
- Roadshow materials for County use:
 - Up to two poster designs, to be printed by the County at a printer of choice
 - One informational slideshow template, to be modified by staff as needed
 - Template for a sign-up sheet and comment cards
 - One postcard design and one flyer design with information on the project
- Summary memo of findings from each engagement activity (stakeholder interviews, mobile workshops)
- Up to three virtual meetings with stakeholders

Task EJ-4.0 Policy Development and Draft Documents

Task EJ-4.1 Develop Draft Environmental Justice Goals, Objectives, Policies

Task EJ-4.1a: Draft Safety Element Policy Framework. Rincon will develop a policy framework working paper with policy concepts based on the results of the previously conducted analysis and community engagement efforts. The policy framework will briefly introduce the topic with background information and any applicable issues and opportunities previously assessed and considered. Rincon will create new and/or updated goals and policies to reduce the environmental health impacts that adversely affect residents in disadvantaged communities and will wrap these goals and policies into the appropriate location in the General Plan. More specifically, Rincon will develop goals and policies that:

- Reduce the unique or compounded health risks in disadvantaged communities by means that include the reduction of pollution exposure, including the improvement of air quality and the promotion of public facilities, food access, safe and sanitary homes, and physical activity.
- Promote civil engagement in the public decision-making process.
- Prioritize improvements and programs that address the needs of disadvantaged communities.

Examples of Environmental Justice policies include facilitating more alternative transportation and specialized project-specific air quality thresholds in these communities. In accordance with SB 1000, the updates to the General Plan elements will also include policies that ensure residents of disadvantaged communities are involved in decision-making processes and prioritize improvements and projects in disadvantaged communities.

This framework will be used to facilitate early evaluation and discussion of policy approaches with County staff, Planning Commission, and City Council to ensure effectiveness, buy-in, and implement ability.

Task EJ-4.1b: General Plan Consistency Amendments. In Task EJ-2.2, Rincon will review the County's General Plan and provide an analysis of relevant legislation and assessment of potential amendments to maintain consistency with the legally required Environmental Justice updates. In Task EJ-4.1b, the team will prepare draft amendments to relevant elements of the General Plan to provide for consistency with the new goals, objectives, policies, and programs in the updated Safety Element. Review of the County's area plans and preparation of a list of potential area plan amendments is not included in this scope and budget but may be negotiated as an additional cost as part of Task EJ-1.0.

Deliverables

- Draft matrix of goals, objectives, policies, and implementation measures or programs
- Draft General Plan amendments, as necessary

Task EJ-4.2 Prepare Administrative Draft Environmental Justice Policies

Rincon will prepare draft policies responding to identified environmental justice issues throughout the county and within disadvantaged communities, meeting requirements of SB 1000, guidance from OPR, and priorities and issues identified through the community engagement efforts. We will prepare redline versions of existing General Plan policies to be modified and other General Plan text that is recommended to be updated.

Rincon anticipates one round of review of the Administrative Draft Environmental Justice policies. The draft will be submitted electronically (Word) and we will respond to compiled, tracked changes from the County.

Deliverables

- Administrative draft EJ policies with appendices for community engagement findings and other supporting material
- Final Environmental Justice Technical Background Report
- Final map of disadvantaged communities
- Administrative Draft General Plan revisions, as necessary

Task EJ-4.3 Public Review Draft Environmental Justice Policies

Rincon will prepare Public Review Draft Environmental Justice policies based on comments provided by County staff on the Administrative Draft. We assume minor editorial and formatting edits for the Public Draft. The Public Draft will then be made available for review by the public.

Rincon will make changes requested responding to public comments received on the public review draft and prepare the final draft for consideration by decision makers.

Deliverables

- Public review draft of the EJ policies and amendments to other General Plan elements, if necessary (digital versions—Microsoft Word and PDFs)
- Final draft of EJ policies and amendments to other General Plan elements if necessary, with comments or feedback incorporated as determined by County staff (digital versions—Microsoft Word and PDFs)

Task 5.0 Prepare Environmental Analysis

An Initial Study-Negative Declaration (IS-ND) is typically the appropriate programmatic CEQA documentation for a General Plan Safety Element Update and Environmental Justice General Plan policies due to the generally beneficial safety and environmental impacts associated with the update. In our experience, it is unlikely that a more in depth CEQA document is required. However, if it is determined that the Safety Element Update or Environmental Justice policies or implementation programs may result in potentially significant environmental impacts, a programmatic EIR may be required and can be prepared in lieu of the IS-ND for a different cost.

- **CEQA Kickoff and AB 52/SB 18 Letters.** Rincon will hold a CEQA kickoff call with County staff and request the latest relevant Native American tribes list from the California Native American Heritage Commission (NAHC). Upon receipt of the tribes list from NAHC and internal approval of the Safety Element and EJ Update policies and implementation programs list by the County, Rincon will prepare the AB 52 and SB 18 correspondence letters for the County to print on its letterhead and mail to the tribes.
- **Administrative Draft IS-ND.** Rincon will prepare a CEQA project description for County review and edit. Upon receipt of the County's review edits on the CEQA project description, Rincon will prepare the Administrative Draft IS-ND analysis related to all CEQA Guidelines Appendix G topics.

- **Draft IS-ND + NOI-NOC.** Upon receipt of one set of consolidated vetted comments on the Administrative Draft IS-ND from the County, Rincon will address comments and prepare and submit tracked and clean versions of the public Draft IS-ND to the County. In addition, Rincon will prepare the Notice of Intent (NOI) to adopt an IS-ND form. It is assumed that the County will electronically file the NOI and Notice of Completion (NOC) forms with the State Clearinghouse and file the NOI form with the County Clerk. If desired, the County will also coordinate and pay for local newspaper notification of the Draft IS-ND.
- **Final IS-ND.** Rincon will prepare the Final IS-ND form and finalize the IS-ND document, including preparation of responses to public comments received on the Draft IS-ND.
- **Final IS-ND Hearing + NOD.** Rincon will attend one Final IS-ND public hearing and review one round of PowerPoint presentation prepared by the County. In addition, Rincon will prepare the Notice of Determination (NOD) form. It is assumed that the County will electronically file the NOD form with the State Clearinghouse and file the NOD form with the County Clerk and pay associated fees.

Assumptions

- The appropriate level of CEQA review will be an Initial Study-Negative Declaration.

Deliverables

- CEQA Kickoff Call
- AB 52/SB 18 Letters (electronic)
- CEQA Project Description (electronic)
- Administrative Draft IS-ND (electronic)
- Draft IS-ND (electronic)
- NOI-NOC forms (electronic)
- Final IS-ND (electronic)
- Final IS-ND Hearing
- NOD form (electronic)

Task 6.0 Review and Adoption

Planning Commission Review and Board of Supervisors Adoption

The Rincon team will attend up to two hearings for decision makers to consider adoption of the draft Safety Element Update and Environmental Justice policies and proposed General Plan amendments. Rincon will prepare draft PowerPoint presentations and hold a one-hour preparation call with County staff prior to each public hearing. We understand the County also has a number of advisory committees and long lead times for public hearings, and we will work with the County on accommodating those timelines.

Deliverables

- Draft and final presentation
- Attendance at one public hearing with the Planning Commission
- Attendance at one public hearing with the Board of Supervisors

Document Formatting

ADA title II and California Government Code 7405 require all government public entities to make their digital content accessible prior to posting content online for public viewing. Essentially, any local body that is offering public services on behalf of the government must make their digital content accessible to people with disabilities.

Update to the Sonoma County General Plan Public Safety Element and Environmental Justice Policies

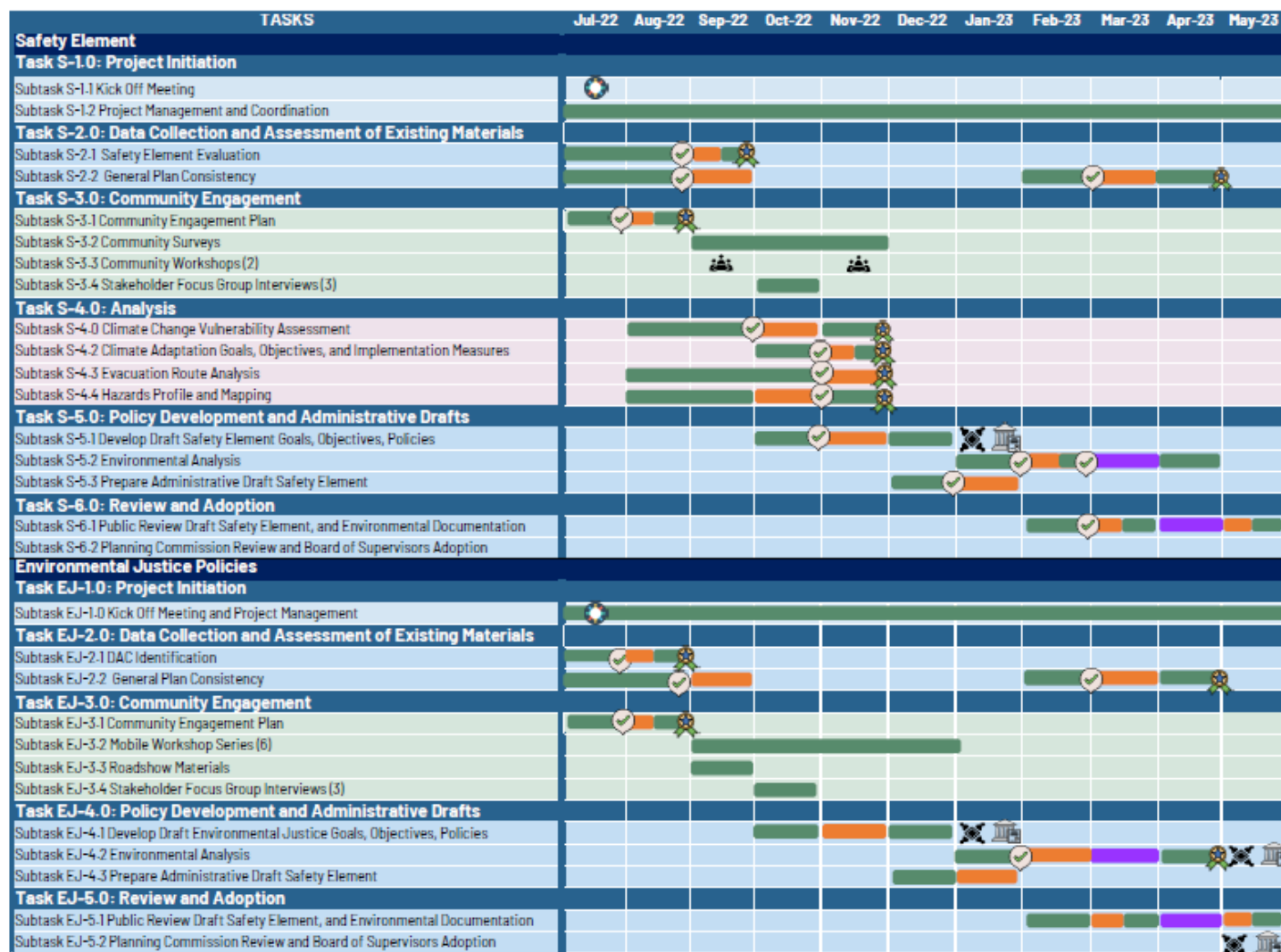
Rincon understands the accessibility requirements and the impact such requirements have on governmental entities. While immediate overall compliance of an entity's web-based materials may be cost prohibitive, step-by-step progression towards compliance is viewed affirmatively by the California Department of Justice and the California Governor's Office. To meet our public clients' accessibility goals, Rincon provides a variety of solutions to our clients to meet their budget, needs and requirements. For this project, we propose the following approach to accessibility:

- Analyze and update the documents to pass the built-in Accessibility Checkers
- Review, assess, and report on text color contrast issues
- Remediate illogical reading order issues
- Remediate any styling issues for identity and navigation integrity
- Check or apply usable bookmarks
- Apply or remediate the alt text on images

While this level of review does not guarantee Section 508/WCAG compliance, it does meet the requirement to include accessibility to the maximum extent possible given the undue financial and administrative burden accessibility may impose onto a public entity. If desired, the County may elect to have our team conduct a higher level of accessibility compliance for additional cost.

Work Schedule

The Rincon team is prepared to begin the work program described in this proposal immediately upon authorization to proceed. As depicted on the chart on the following page, Rincon proposes to adhere to an expedited schedule that allows the updated Safety Element and Environmental Justice policies to be adopted within approximately 11 months.



* Schedule dependent on County and State agency review times

Key					
	County review		Draft Deliverable		Final Deliverable
	Public Review		Planning Commission		Internal Meeting
			Board of Supervisors		Public Meeting



RINCON CONSULTANTS, INC.
22-12991 Sonoma Co Safety & EJ Element
Cost Estimate

	Rate	Hours	Labor Budget	Direct Expenses	Total Budget
Task S - Safety Element Update		829.00	135,368.00	163,819.00	299,187.00
Task S-1.0: Project Management		246.00	43,540.00	0.00	43,540.00
Project Management and Coordination		232.00	40,510.00	0.00	40,510.00
Supervisor Planner I	215.00	84.00	18,060.00		
Senior Planner I	179.00	105.00	18,795.00		
Project Accountant	85.00	43.00	3,655.00		
S-1.1 Kick-Off Meeting		14.00	3,030.00	0.00	3,030.00
Director I	250.00	2.00	500.00		
Principal I	250.00	2.00	500.00		
Supervisor Planner I	215.00	4.00	860.00		
Senior Planner II	195.00	6.00	1,170.00		
Task S-2.0: Data Collection and Assessment of Existing Materials		31.00	4,960.00	3,638.00	8,598.00
S-2.1 Safety Element Evaluation		25.00	3,790.00	0.00	3,790.00
Principal I	250.00	2.00	500.00		
Supervisor Planner I	215.00	4.00	860.00		
Senior Planner II	195.00	2.00	390.00		
Planner I	120.00	17.00	2,040.00		
S-2.2 General Plan Consistency		6.00	1,170.00	3,638.00	4,808.00
Senior Planner II	195.00	6.00	1,170.00		
Planning Subconsultant				3,638.00	
Task S-3.0: Community Engagement Strategy		299.00	49,108.00	17,498.00	66,606.00
S-3.1 Community Engagement Strategy		29.00	4,376.00	2,568.00	6,944.00
Director I	250.00	2.00	500.00		
Principal I	250.00	1.00	250.00		
Supervisor Planner I	215.00	0.00	0.00		
Senior Planner I	179.00	4.00	716.00		
Planner II	135.00	18.00	2,430.00		
GIS/CADD Specialist I	120.00	4.00	480.00		
Planning Subconsultant				2,568.00	
S-3.2 Community Surveys		68.00	10,344.00	1,926.00	12,270.00
Senior Supervisor Planner II	228.00	4.00	912.00		



RINCON CONSULTANTS, INC.

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Senior Planner I	179.00	18.00	3,222.00		
Planner II	135.00	46.00	6,210.00		
Planning Subconsultant				1,926.00	
S-3.3 Community Workshops		134.00	24,052.00	11,827.00	35,879.00
Principal I	250.00	2.00	500.00		
Senior Supervisor Planner II	228.00	4.00	912.00		
Senior Planner II	195.00	70.00	13,650.00		
Planner IV	164.00	40.00	6,560.00		
GIS/CADD Specialist II	135.00	18.00	2,430.00		
Other Direct Costs (Daily Per Diem, Daily Vehicle, Field and Non-Field Expenses)				500.00	
Travel - Mileage				390.00	
Travel (airfare, ground trans, lodging)				1,200.00	
Planning Subconsultant				9,737.00	
S-3.4 Stakeholder Focus Group Interviews		68.00	10,336.00	1,177.00	11,513.00
Supervisor Planner I	215.00	8.00	1,720.00		
Senior Planner I	179.00	24.00	4,296.00		
Planner I	120.00	36.00	4,320.00		
Planning Subconsultant				1,177.00	
Task S-4.0: Analysis		158.00	23,269.00	137,012.00	160,281.00
S-4.1 Climate Change Vulnerability Assessment		115.00	16,606.00	6,955.00	23,561.00
Principal I	250.00	4.00	1,000.00		
Senior Supervisor Planner II	228.00	12.00	2,736.00		
Senior Planner II	195.00	8.00	1,560.00		
GIS/CADD Specialist II	135.00	26.00	3,510.00		
Planner I	120.00	65.00	7,800.00		
Planning Subconsultant				6,955.00	
S-4.2 Climate Adaptation Goals, Policies, Objectives & Implementation Measures		23.00	3,839.00	3,317.00	7,156.00
Principal I	250.00	2.00	500.00		
Supervisor Planner I	215.00	8.00	1,720.00		
Senior Planner I	179.00	1.00	179.00		
Planner I	120.00	12.00	1,440.00		
Planning Subconsultant				3,317.00	
S-4.3 Evacuation Route Analysis		0.00	0.00	119,840.00	119,840.00



RINCON CONSULTANTS, INC.

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Cost Estimate

Traffic Engineering Subconsultant			119,840.00	
S-4.4 Hazard Profiles and Mapping	20.00	2,824.00	0.00	2,824.00
Supervisor Planner I	215.00	1.00	215.00	
Senior Planner I	179.00	1.00	179.00	
GIS/CADD Specialist II	135.00	8.00	1,080.00	
Planner II	135.00	10.00	1,350.00	
S-4.5 Wildfire Risk Summary and Mitigation Strategies	0.00	0.00	6,900.00	6,900.00
Planning Subconsultant			6,900.00	
Task S-5.0: Policy Development and Administrative Drafts				
	80.00	12,400.00	5,671.00	18,071.00
S-5.1a Draft Safety Element Policy Framework	33.00	4,756.00	0.00	4,756.00
Director I	250.00	1.00	250.00	
Senior Supervisor Planner II	228.00	2.00	456.00	
Senior Planner II	195.00	6.00	1,170.00	
Planner I	120.00	24.00	2,880.00	
S-5.1b General Plan Consistency Amendments	5.00	1,140.00	5,671.00	6,811.00
Senior Supervisor Planner II	228.00	5.00	1,140.00	
Planning Subconsultant			5,671.00	
S-5.1c Study Sessions	27.00	4,252.00	0.00	4,252.00
Director I	250.00	1.00	250.00	
Senior Supervisor Planner II	228.00	4.00	912.00	
Senior Planner II	195.00	6.00	1,170.00	
Planner I	120.00	16.00	1,920.00	
S-5.2 Prepare Administrative Draft Safety Element	15.00	2,252.00	0.00	2,252.00
Principal I	250.00	1.00	250.00	
Senior Supervisor Planner II	228.00	2.00	456.00	
Senior Planner II	195.00	2.00	390.00	
Planner I	120.00	8.00	960.00	
Production Specialist I	98.00	2.00	196.00	
S-6.0 Public Review Draft Safety Element	15.00	2,091.00	0.00	2,091.00
Principal I	250.00	1.00	250.00	
Senior Supervisor Planner II	228.00	1.00	228.00	
Senior Planner II	195.00	1.00	195.00	



RINCON CONSULTANTS, INC.

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Cost Estimate

Planner I	120.00	10.00	1,200.00		
Technical Editor	120.00	1.00	120.00		
Production Specialist I	98.00	1.00	98.00		
Task EJ - Environmental Justice		790.00	137,914.00	27,005.00	164,919.00
Task EJ1.0: Project Management		10.00	2,030.00	1,284.00	3,314.00
EJ-1.1 Kickoff Meeting		10.00	2,030.00	1,284.00	3,314.00
Supervisor Planner I	215.00	4.00	860.00		
Senior Planner II	195.00	6.00	1,170.00		
Planning Subconsultant				1,284.00	
Task EJ-2.0: Existing Conditions Analysis & Identification of DACs		54.00	8,864.00	5,885.00	14,749.00
EJ-2.1 DAC Identification		48.00	7,694.00	2,247.00	9,941.00
Director I	250.00	2.00	500.00		
Principal I	250.00	0.00	0.00		
Senior Planner I	179.00	6.00	1,074.00		
Planner IV	164.00	30.00	4,920.00		
GIS/CADD Specialist I	120.00	10.00	1,200.00		
Planning Subconsultant				2,247.00	
EJ-2.2 General Plan Consistency		6.00	1,170.00	3,638.00	4,808.00
Senior Planner II	195.00	6.00	1,170.00		
Planning Subconsultant				3,638.00	
Task EJ-3.0: Community Engagement Strategy		398.00	70,896.00	11,718.00	82,614.00
EJ-3.1 Community Engagement Strategy		27.00	3,940.00	1,391.00	5,331.00
Principal II	270.00	0.00	0.00		
Principal I	250.00	1.00	250.00		
Senior Planner II	195.00	4.00	780.00		
Planner II	135.00	18.00	2,430.00		
GIS/CADD Specialist I	120.00	4.00	480.00		
Planning Subconsultant				1,391.00	
EJ-3.2 Mobile Workshop Series		282.00	53,108.00	8,401.00	61,509.00
Principal I	250.00	6.00	1,500.00		
Senior Supervisor Planner II	228.00	16.00	3,648.00		



RINCON CONSULTANTS, INC.

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Cost Estimate

Senior Planner II	195.00	200.00	39,000.00		
Planner IV	164.00	40.00	6,560.00		
Planner II	135.00	0.00	0.00		
GIS/CADD Specialist I	120.00	20.00	2,400.00		
Other Direct Costs (Daily Per Diem, Daily Vehicle, Field and Non-Field Expenses)				0.00	
Travel - Mileage				2,340.00	
Travel (airfare, ground trans, lodging)				3,600.00	
Planning Subconsultant				2,461.00	
EJ-3.3 Roadshow Materials		41.00	6,342.00	0.00	6,342.00
Director I	250.00	1.00	250.00		
Principal I	250.00	0.00	0.00		
Senior Planner I	179.00	4.00	716.00		
Planner IV	164.00	24.00	3,936.00		
GIS/CADD Specialist I	120.00	12.00	1,440.00		
Digital Production - Flash Drive				0.00	
Photocopies - Black and White				0.00	
Photocopies - Color				0.00	
Planning Subconsultant				0.00	
EJ-3.4 Stakeholder Focus Group Interviews		48.00	7,506.00	1,926.00	9,432.00
Director I	250.00	0.00	0.00		
Principal I	250.00	0.00	0.00		
Senior Supervisor Planner II	228.00	2.00	456.00		
Senior Planner II	195.00	14.00	2,730.00		
Planner IV	164.00	0.00	0.00		
Planner II	135.00	32.00	4,320.00		
Planner I	120.00	0.00	0.00		
Technical Editor	120.00	0.00	0.00		
Planning Subconsultant				1,926.00	
Task EJ-4.0 Policy Development and Draft Documents		55.00	9,946.00	7,918.00	17,864.00
EJ-4.1a Draft EJ Policy Framework		35.00	6,098.00	2,247.00	8,345.00
Principal II	270.00	1.00	270.00		
Senior Supervisor Planner II	228.00	2.00	456.00		
Senior Planner II	195.00	4.00	780.00		



RINCON CONSULTANTS, INC.

22-12991 Sonoma Co Safety & EJ Element

Cost Estimate

Planner IV	164.00	28.00	4,592.00		
Planning Subconsultant				2,247.00	
EJ-4.1b General Plan Consistency Amendments		7.00	1,440.00	5,671.00	7,111.00
Principal II	270.00	1.00	270.00		
Senior Supervisor Planner II	228.00	0.00	0.00		
Senior Planner II	195.00	6.00	1,170.00		
Planner IV	164.00	0.00	0.00		
Planning Subconsultant				5,671.00	
EJ-4.3 Public Review Draft EJ Policies		13.00	2,408.00	0.00	2,408.00
Principal I	250.00	1.00	250.00		
Senior Supervisor Planner II	228.00	2.00	456.00		
Senior Planner II	195.00	2.00	390.00		
Planner IV	164.00	8.00	1,312.00		
Planner II	135.00	0.00	0.00		
Task 5.0 Prepare Environmental Analysis		233.00	38,098.00	200.00	38,298.00
Director II	270.00	4.00	1,080.00		
Principal II	270.00	6.00	1,620.00		
Senior Supervisor Planner II	228.00	8.00	1,824.00		
Senior Planner II	195.00	40.00	7,800.00		
Planner IV	164.00	80.00	13,120.00		
GIS/CADD Specialist II	135.00	8.00	1,080.00		
Planner II	135.00	80.00	10,800.00		
Technical Editor	120.00	4.00	480.00		
Production Specialist I	98.00	3.00	294.00		
Photocopies - Black and White				200.00	
Task 6.0 Review and Adoption		40.00	8,080.00	0.00	8,080.00
Planning Commission Review and Board of Supervisors Adoption		40.00	8,080.00	0.00	8,080.00
Principal II	270.00	0.00	0.00		
Senior Supervisor Planner II	228.00	16.00	3,648.00		
Senior Planner II	195.00	16.00	3,120.00		
Planner IV	164.00	8.00	1,312.00		



RINCON CONSULTANTS, INC.
22-12991 Sonoma Co Safety & EJ Element
Cost Estimate

Project Total

1,619.00

273,282.00

190,824.00

464,106.00

Direct Expenses Summary

Amount

Digital Production - Flash Drive

0.00

Other Direct Costs (Daily Per Diem, Daily Vehicle, Field
and Non-Field Expenses)

500.00

Photocopies - Black and White

200.00

Photocopies - Color

0.00

Travel - Mileage

2,730.00

Travel (airfare, ground trans, lodging)

4,800.00

Planning Subconsultant

62,754.00

Traffic Engineering Subconsultant

119,840.00

Direct Expenses Subtotal

190,824.00

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: **22-23-001 Rincon Safety Element and Env Justice.**
- 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.

Exhibit "D"
FEDERAL REQUIREMENTS – CDBG-MIT-PPS (12-MITPPS-21027)
Non-subrecipient non-construction Agreements
[Rev. August 2022]

1. DEFINITIONS

- 1.1 Government** means the United States of America and any executive department or agency thereof.
- 1.2 CDBG** means the federal Community Development Block Grant funding program.
- 1.3 HUD** means the United States Department of Housing and Urban Development.
- 1.4 HCD** means the California Department of Housing and Community Development.
- 1.5 Third Party Subcontract** means a subcontract at any tier entered into by Consultant or any subcontractor or subcontractor, financed in whole or in part with federal assistance derived from HUD or HCD.
- 1.6** For purposes of this Exhibit, **Contractor** shall also mean the Contractor, Consultant, or other party to the subject Agreement with the County, and may be referred to as such.
- 1.7 Agreement** means that certain Agreement between the County of Sonoma ("County") and Contractor, and to which this Exhibit is made a part.

As a condition of the Agreement, Contractor shall comply as follows:

2. GENERAL REQUIREMENTS

- 2.1** Contractor shall at all times comply with all applicable federal laws, regulations, executive orders, Office of Budget and Management circulars, policies, procedures, and directives, and program or grant conditions (as may be amended or promulgated from time to time), including but not limited to those requirements of 2 C.F.R.¹ Part 200, the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990, the Civil Rights Act of 1964 (Title VI); the Civil Rights Act of 1968 (Title VIII); the Drug-Free Workplace Act of 1988; the Drug Abuse Office and Treatment Act of 1972; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970; the Public Health Service Act of 1912; the Education Amendments of 1972 (Title IX); the Equal Opportunity in Education Act; the Energy Policy and Conservation Act; the False Claims Act; the Hotel and Motel Fire Safety Act of 1990; the National Environmental Policy Act; the Rehabilitation Act of 1973; the Whistleblower Protection Act (including 41 USC 4712); the Hatch Act (5 U.S.C.² 1501 et seq.); and all related and HUD-mandated federal regulations, including 24 CFR Part 570.
- 2.2** Whether or not expressly set forth herein, all contractual provisions and grant conditions or assurances required by HUD or HCD (including as may be amended or promulgated from time to time) are hereby incorporated by reference. This Agreement may be amended to further incorporate and expressly state new, revised, and or subsequent contractual provisions or grant conditions as may be required by the CDBG program and/or HUD or HCD related thereto. In the event of any conflict between any provision of

¹ Code of Federal Regulations ("CFR").

² United States Code ("USC").

this Agreement, this Exhibit, and any CDBG, HUD, or HCD term, condition, or requirement, the stricter standard shall apply. Contractor shall refer any inconsistency (actual or perceived) between this Agreement and any other requirement to County for guidance. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests that would cause County to be in violation of any CDBG, HUD, or HCD term, condition, or requirement.

- 2.3** The Government shall enjoy the right to seek judicial enforcement of any law, regulation, condition, or provision stated herein.
- 2.4** Contractor shall attach and apply all terms and conditions stated herein to all Third Party Subcontracts and shall require that all subcontractors of all tiers comply with and attach and apply these terms and conditions as to their subcontracts at all levels. The provisions shall not be modified, except to identify the subcontractor who will be subject thereto.

3. FURTHER CDBG AND HCD REQUIREMENTS

- 3.1** Contractor acknowledges that all or part of this Agreement will be funded with CDBG financial assistance through HCD. Funds, payments, expenses, and procurements under this Agreement shall only be used for eligible CDBG uses and activities. Unless exempt, all activities performed under this Agreement must meet one of the National Objectives of the HUD regulations as included in the Application authorized under Title I of the Housing and Community Development Act of 1974 Section 104(b)(3), as amended and 24 CFR Part 570.483.
- 3.2** Contractor shall comply with, and shall not cause the County be out of compliance with, the laws, regulations, rules, policies, procedures, and requirements of CDBG, HUD, and/or HCD related thereto, including 24 CFR Part 570 and 25 Cal. Code of Regulations sections 7080-7126, and HCD's "CDBG-MIT Action Plan for 2017 Disasters" and MIT-PPS policies and procedures (including as may be amended from time to time). Contractor shall also comply with all other applicable federal statutes, regulations, and executive orders, and shall provide for such compliance by other parties in any agreements it enters into with other parties relating to or involving funding under this Agreement.
- 3.3** The period of performance and date for completion of all services, work, and deliverables under this Agreement shall be the term as stated in the Agreement.
- 3.4** If any signs, promotional literature, or other public-facing credits are employed with any deliverables or materials developed under this Agreement, Contractor shall indicate the fact of CDBG and HCD as a funding source, in size, text, and content as approved in advance by County in each instance.
- 3.5** The following are required of Contractor, in accordance with the grant funding agreement between County and the State of California:
 - 3.5.1** Compliance with all State and federal requirements described in this Agreement including without limitation those that pertain to labor standards, nondiscrimination, Americans with Disabilities Act, Equal Employment Opportunity and Drug Free Workplace, and prevailing wages. In addition to

these requirements, Contractor and all subcontractors shall comply with the applicable provisions of the California Labor Code.

- 3.5.2** Maintenance of at least the minimum State required Workers' Compensation Insurance for those employees who will perform the Agreement activities.
- 3.5.3** Maintenance, as required by law, of unemployment insurance, disability insurance and liability insurance, which is reasonable to compensate any person, firm, or corporation, who may be injured or damaged by the contractor, or any subcontractor in performing the Agreement activities.
- 3.5.4** Compliance with the applicable Equal Opportunity Requirements as follows:
 - 3.5.4.1 Title VI of the Civil Rights Act of 1964:** This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination based on race, color, and/or national origin under any program or activity receiving federal financial assistance.
 - 3.5.4.2 Title VII of the Civil Rights Act of 1968 (The Fair Housing Act):** This act prohibits discrimination in housing on the basis of race, color, religion, sex and/or national origin. This law also requires actions which affirmatively promote fair housing.
 - 3.5.4.3 Restoration Act of 1987:** This act restores the broad scope of coverage and clarifies the application of the Civil Rights Act of 1964. It also specifies that an institution which receives federal financial assistance is prohibited from discriminating on the basis of race, color, national origin, religion, sex, disability or age in a program or activity which does not directly benefit from such assistance.
 - 3.5.4.4 Section 109 of Title 1 of the Housing and Community Development Act of 1974 [42 U.S.C. 5309]:** This section of Title 1 provides that no person shall be excluded from participation (including employment), denied program benefits, or subject to discrimination on the basis of race, color, national origin, or sex under any program or activity funded in whole or in part under Title 1 of the Act.
 - 3.5.4.5 The Fair Housing Amendment Act of 1988:** This act amended the original Fair Housing Act to provide for the protection of families with children and people with disabilities, strengthen punishment for acts of housing discrimination, expand the Justice Department jurisdiction to bring suit on behalf of victims in federal district courts, and create an exemption to the provisions barring discrimination on the basis of familial status for those housing developments that qualify as housing for persons age 55 or older.
 - 3.5.4.6 The Age Discrimination Act of 1975:** This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination on the basis of age under any program or activity receiving federal funding assistance. Effective January 1987, the age cap of 70 was deleted from the laws. Federal law preempts any State law currently in effect on the same topic.
 - 3.5.4.7 Section 504 of the Rehabilitation Act of 1973:** It is unlawful to discriminate based on disability in federally assisted programs. This Section provides that no otherwise qualified individual shall, solely by reason of his or her disability, be excluded from participation (including employment), denied

program benefits, or subjected to discrimination under any program or activity receiving federal funding assistance.

3.5.4.8 The Americans with Disabilities Act of 1990 (ADA): This act modifies and expands the Rehabilitation Act of 1973 to prohibit discrimination against "a qualified individual with a disability" in employment and public accommodations. The ADA requires that an individual with a physical or mental impairment who is otherwise qualified to perform the essential functions of a job, with or without reasonable accommodation, be afforded equal employment opportunity in all phases of employment.

3.5.4.9 Executive Order 11063: This executive order provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in housing and related facilities provided with federal assistance and lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the federal government.

3.5.4.10 Executive Order 12259: This executive order provides that the administration of all federal programs and activities relating to housing and urban development be carried out in a manner to further housing opportunities throughout the United States.

3.5.4.11 The Equal Employment Opportunity Act: This act empowers the Equal Employment Opportunity Commission (EEOC) to bring civil action in federal court against private sector employers after the EEOC has investigated the charge, found "probable cause" of discrimination, and failed to obtain a conciliation agreement acceptable to the EEOC. It also brings federal, state, and local governments under the Civil Rights Act of 1964.

3.5.4.12 The Uniform Guidelines on Employee Selection Procedures adopted by the Equal Employment Opportunity Commission in 1978: This manual applies to employee selection procedures in the areas of hiring, retention, promotion, transfer, demotion, dismissal and referral. It is designed to assist employers, labor organizations, employment agencies, licensing and certification boards in complying with the requirements of federal laws prohibiting discriminatory employment.

3.5.4.13 The Vietnam Era Veterans' Readjustment Act of 1974 (revised Jobs for Veterans Act of 2002): This act was passed to ensure equal employment opportunity for qualified disabled veterans and veterans of the Vietnam War. Affirmative action is required in the hiring and promotion of veterans.

3.5.4.14 Executive Order 11246: This executive order applies to all federally assisted construction contracts and subcontracts. It provides that no person shall be discriminated against on the basis of race.

3.6 Contractor shall perform the Agreement activities in accordance with all federal, state and a local regulations, as are applicable.

3.7 Relocation. Contractor shall comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and regulations adopted to implement the Act in 24 CFR Part 42, 49 CFR Part 24, and Section 104(d) of the Housing and Community Development Act of 1974 as they apply to the performance of this Agreement.

3.8 The Training, Employment, and Contracting Opportunities for Business and Lower Income Persons Assurance of Compliance (Section 3) (only construction and rehabilitation contracts over \$100,000, including for demolition and lead-based paint abatement)

As applicable, Contractors shall comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulation at 24 CFR, Part 75. Contractor shall comply with, and shall incorporate into all solicitations and subcontracts in excess of \$100,000, the following Section 3 clause:

Section 3 Clause

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and subrecipients for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75 and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

The contractor acknowledges that subrecipients, contractors, and subcontractors are required to meet the employment, training, and contraction requirements of 24 CFR

75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.

Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

The contractor agrees to submit, and shall require its subcontractors to submit to them, annual reports detailing the total number of labor hours worked on the Section 3 Project, the total number of labor hours worked by Section 3 Workers, and the total number of hours worked by Targeted Section 3 Workers, and any affirmative efforts made during the quarter to direct hiring efforts to low- and very low-income persons, particularly persons who are Section 3 workers and Targeted Section 3 workers.

Facilitating the training and employment of Section 3 workers and the award of contracts to Section 3 business concerns by undertaking activities such as described in Section 75.25(b), as appropriate, to reach the goals set forth in Section 75.23 and in Federal Register Vol. 85, No. 189, page 60909, until superseded by HUD in a subsequent publication. As of September 29, 2020, the minimum Section 3 benchmark is twenty-five (25) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Section 3 workers; and five (5) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Targeted Section 3 workers.

Documenting actions taken to comply with the foregoing requirements, the results of those actions taken and impediments, if any.

3.9 Drug-Free Workplace Act of 1988. Contractor shall:

- 3.9.1** Publish and give a policy statement to all covered employees informing them that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the covered workplace and specifying the actions that will be taken against employees who violate the policy.
- 3.9.2** Establish a drug-free awareness program to make employees aware of a) the dangers of drug abuse in the workplace; b) the policy of maintaining a drug-free workplace; c) any available drug counseling, rehabilitation, and employee assistance programs; and d) the penalties that may be imposed upon employees for drug abuse violations.
- 3.9.3** Notify employees that as a condition of employment on a federal contract or grant, the employee must a) abide by the terms of the policy statement; and b)

notify the employer, within 5 calendar days, if he or she is convicted of a criminal drug violation in the workplace.

- 3.9.4** Notify the contracting or granting agency within 10 days after receiving notice that a covered employee has been convicted of a criminal drug violation in the workplace.
- 3.9.5** Impose a penalty on or require satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is convicted of a reportable workplace drug conviction.
- 3.9.6** Make an ongoing, good faith effort to maintain a drug-free workplace by meeting the requirements of the act.

3.10 Reporting. Contractor agrees to comply with and support all applicable CDBG reporting requirements and all reporting requirements otherwise stated in the Agreement.

Contractor acknowledges that County may need to submit regular and monthly reports and/or audits with regard to the CDBG funding, and Contractor agrees to facilitate such by timely submitting information and providing assistance as requested by County.

3.11 Clayton and Cartwright Acts Assignments. In submitting its estimate and upon entering into this Agreement, Contractor (and all its subcontractors) offers and agrees to assign to County all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials for the Agreement activities. This assignment shall be made and become effective at the time final payment is tendered for the project and work, without further acknowledgment by the parties.

3.12 Uniform Administrative, Cost Principles, And Audit Requirements (2 CFR Part 200).

Contractor shall comply with all applicable provisions of the federal Uniform Guidance, 2 CFR Part 200, including applicable Administrative Requirements, Cost Principles, and Audit requirements. Without limitation, all use of funds and procurement of all services (including consultants), supplies, property, or equipment, shall be performed in conformance with 2 CFR 200.318-327 as well as in conformance with all other administrative, costs, and audit requirements under federal laws and regulations. These requirements generally require open and competitive process, with limited exceptions. Contractor shall maintain records sufficient to detail the history of procurement and provide such records upon request. These records shall include, but are not necessarily limited to: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

3.13 Allowable costs and allocations shall be only those permitted under the Agreement and as permitted by federal law and regulation, including pursuant to 2 CFR Part 200 Subpart E. Contractor must not claim reimbursement under this Agreement for expenditures reimbursed or financed by any other federal, state or local government source.

3.14 Real property, equipment, and intangible property acquired or improved with funds under this Agreement must be held in trust for the beneficiaries of the project or program under which the property was acquired or improved. Liens or other appropriate notices of record may be required to indicate that personal or real property

has been acquired or improved with a Federal award and that use and disposition conditions apply to the property.

3.15 Contractor acknowledges and agrees that the federal government is not a party to this Agreement and is not subject to any obligations to or liabilities of the County, Contractor, or any other party (whether or not a party to this Agreement) pertaining to any matter resulting from the Agreement.

3.16 Lobbying (Byrd Anti-Lobbying Amendment, 31 USC 1352 (as amended)).

3.16.1 Contractor, and each tier to the tier above, certifies and acknowledges as follows: Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and no more than \$100,000 for such failure. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. By signing the Agreement, Contractor certifies as to the following, and shall require such certification from and disclosure to all its contractors and subcontractors related to this Agreement:

A. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3.16.2 Contractor shall file the required certification, Exhibit [X]-2, *Certification Regarding Lobbying*, attached hereto and incorporated herein, and shall obtain such certifications for all subcontracts.

3.17 Conflict of Interest. Pursuant to 24 CFR 570.489(h), no member, officer, or employee of County, or its designees or agents (such as Contractor), no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, including members and delegates to the Congress of the United States, may obtain a financial interest or benefit from a CDBG assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a

CDBG assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure, or for 1 year thereafter. Contractor shall incorporate, or cause to be incorporated, in all its contracts or subcontracts a provision prohibiting such interests. All conflicts of interest under applicable law, including under 24 CFR 570.611, are prohibited. Prohibited conflicts include as to economic and/or personal interests.

3.17.1 By executing the Agreement, Contractor certifies that it does not know of any fact which constitutes a violation of the foregoing or any other conflict of interest law, including under Title 9, Chapter 7 (section 87100 et seq.) or Title 1, Division 4, Chapter 1, Article 4 (Section 1090 et seq.) of the California Government Code or 2 CFR 200.318(c).

3.17.2 Contractor understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. 200.318(c) and that such conflict of interest policy is applicable to each activity using funds under this Agreement.

3.18 Nondiscrimination

3.18.1 Contractor (and its sub-grantees, contractors, subcontractors, successors, transferees, and assignees) shall comply with all applicable federal, state, and local nondiscrimination laws, rules, and regulations in its employment practices, delivery of services, and performance under this Agreement, and shall not deny the contract's benefits to any person or unlawfully discriminate, harass, or allow harassment against any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or on any other basis prohibited by law, and the County's Non-Discrimination Policy nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital or familial status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code

Regs., tit. 2, §11105.) All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

3.18.2 Contractor (and its sub-grantees, contractors, subcontractors, successors, transferees, and assignees) shall ensure that evaluation and treatment of employees and applicants for employment are free from unlawful discrimination and harassment.

3.19 Whistleblower Protections. Contractor shall inform all its employees in writing, in the predominant native language of the workforce, of the rights and remedies provided under the federal Whistleblower Protection Act, including 41 USC 4712.

3.20 Reporting and Audits. Contractor shall maintain compliance with all applicable federal reporting requirements, including those pertaining to subaward and executive compensation information (2 CFR Part 170), and shall maintain processes and systems for proper and timely reporting as required under 2 CFR Part 170 Appendix A (unless exempt). Contractor shall comply with and be responsible for all audit requirements required under federal law (including under 2 CFR Part 200) and as deemed necessary by authorized governmental entities, including HUD. Pre-, interim, and post-award audits and other measures may be required, as determined by County.

3.21 Mandatory Disclosures. Contractor must disclose, in a timely manner, in writing to County all violations of Federal criminal law involving fraud, bribery, or gratuity violations. Contractor shall report civil, criminal, and administrative proceedings to SAM, as required by 2 CFP Part 180.

3.22 Upon the earlier of either the expiration (or termination of this Agreement) or the completion of the project and/or program funded under this Agreement, Contractor shall closeout its use of the funds and its obligations under this Agreement by complying with all closeout requirements under 2 CFR 200.344. Contractor shall complete, to County's satisfaction, all final closeout requirements when and as requested by County. Closeout activities shall include, but are not limited to: close-out certifications, submission of final reports, making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable), and determining the custodianship of records.

3.23 Russia Sanctions. Under Governor Gavin Newsom's Executive Order N-6-22 (EO), compliance is required with all economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. As a County contractor, supplier, or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and->

[country-information/ukraine-russia-related-sanctions](#)). Failure to comply may result in the termination of the subject contract or grant, as applicable.

4. RECORDS

- 4.1** Contractor shall keep and maintain full, complete, and accurate program, client, statistical, financial, and other supporting records pertaining to all services and payments, expenditures or distributions, and/or assistance under this Agreement, as required by applicable laws and regulations and consistent with sound, best, and generally-accepted accounting and grant management principles and practices. Contractor shall provide County, the Government, HCD, the California Department of General Services, and the California Bureau of State Audits, and any of their authorized representatives, access to and the right to examine and copy, all such books, documents, papers, records, accounts, and other documents and sources of information (electronic and otherwise), and shall permit access to and interview of facilities, personnel, and other individuals and information as may be necessary or as required, for the purposes of making audits, examinations, investigations, excerpts, and transcriptions pertinent to this Agreement and as may be needed for County to meet its CDBG and funding requirements. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed, and to provide access to construction or other work sites relating to any Agreement work. Contractor shall allow access to records during normal business hours and allow interviews of any employees who might reasonably have information related to such records.
- 4.2** Contractor agrees to maintain all records that are pertinent to this Agreement, including financial, statistical, property, and participant books, records, accounts, reports, and supporting documentation, for a period of not less than five years after the later of: (a) the date of termination or expiration of this Agreement or (b) the date all projects, programs, and closeouts (including return of any remaining funding) are completed, except that in the event of audit, litigation, or settlement of claims arising from this Agreement, in which case, Contractor shall maintain same until the County, HUD, or HCD (or any of their authorized representatives), have disposed of all such litigation, appeals, claims, or exceptions related thereto. Contractor shall grant County the option of retention of the records, books, papers, and documents in unalterable, electronic form if Contractor elects to dispose of said documents following the mandatory retention period.

5. DEBARMENT AND SUSPENSION

- 5.1** This Agreement is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, Contractor is required to verify that none of Contractor's principals (defined at 2 CFR §180.995) or its affiliates (defined at 2 CFR §180.905) are excluded (defined at 2 CFR §180.940) or disqualified (defined at 2 CFR §180.935). Covered transactions shall not be entered into with excluded or disqualified persons or with parties listed on the Government's Excluded Parties List System in the System for Award Management (SAM).
- 5.2** Contractor must comply with 2 CFR Part 180, subpart C, and 2 CFR Part 3000, subpart C, and shall include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

- 5.3** Contractor represents, warrants, and certifies that it, and its principals, is and are not debarred, suspended, or otherwise excluded from or disqualified or ineligible for participation in Federal assistance programs or activities, including under Executive Order 12549, "Debarment and Suspension" or Executive Order 12689, and that it (and each of its principals) is not on the Excluded Parties List System in the System for Award Management (SAM) or on any comparable list of precluded persons, entities, or facilities. Contractor agrees that neither Contractor nor any of its third party subcontractors shall enter into any third party subcontracts for any of the work under this Agreement with a third party who is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under executive Order 12549 or any federal regulation, including 2 CFR Part 180. Unless exempt, Contractor must maintain current information in the SAM, consistent with 2 CFR Part 25.
- 5.4** This certification is a material representation of fact relied upon by County. If it is later determined that Contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
- 5.5** The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- 5.6** Contractor agrees to the provisions of Exhibit D-1, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions, attached hereto and incorporated herein. For purposes of this Agreement and Exhibit D-1, Contractor is the "prospective lower tier participant."

6. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE (all construction contracts meeting the definition of "federally assisted construction contract" under 41 CFR 60-1.3)

INTENTIONALLY OMITTED

7. CONTRACT WORK HOURS AND SAFETY STANDARDS (all contracts in excess of \$100,000 that involve the employment of mechanics, laborers (including watchmen and guards) (as defined by federal law and regulation), or construction work, but not to purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence)

INTENTIONALLY OMITTED

8. LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS

- 8.1** Contractor agrees that County and Government do reserve, are granted, and shall otherwise have, jointly and severally, a royalty-free, nonexclusive, and irrevocable license

to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:

8.1.1 The copyright in any work developed with the assistance of funds provided under this Agreement;

8.1.2 Any rights of copyright to which Contractor purchases ownership with the assistance of funds provided under this Agreement.

8.2 Contractor grants to County and Government, jointly and severally, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Agreement to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquire on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Agreement, the Contractor will deliver to the County data first produced in the performance of this Agreement and data required by the Agreement but not first produced in the performance of this Agreement, in formats acceptable by the County.

9. RIGHTS TO INVENTIONS (contracts meeting the definition of “funding agreements” (see 37 CFR Part 401) for experimental, research, or development projects)

10. CLEAN AIR AND WATER POLLUTION REQUIREMENTS (all contracts and subcontracts in excess of \$150,000)

10.1 Clean Air Act

10.1.1 Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. (42 USC 7401-7671q).

10.1.2 Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to HUD, and the appropriate Environmental Protection Agency Regional Office.

10.1.3 Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with funds under this Agreement.

10.2 Federal Water Pollution Control Act

10.2.1 Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. (33 USC 1251-1388).

10.2.2 Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure

notification to the State of California (if applicable), HUD, and the appropriate Environmental Protection Agency Regional Office.

10.2.3 Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with funds under this Agreement.

11. ENERGY POLICY AND CONSERVATION ACT

This Agreement is subject to mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the federal Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

12. TERMINATION FOR CONVENIENCE OF COUNTY (all contracts in excess of \$10,000)

See Article 4 of the Agreement.

13. TERMINATION FOR CAUSE/DEFAULT (all contracts in excess of \$10,000)

Contractor's failure to perform or observe any term, covenant or condition of this Agreement shall constitute an event of default under this Agreement.

See Article 4 of the Agreement.

14. CHANGES

See Article 8 of the Agreement.

15. AFFIRMATIVE SOCIOECONOMIC STEPS (MBE / WBE)

If subcontracts are to be let, Contractor, as prime contractor, is required to take all necessary steps identified in 2 C.F.R. 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

16. PROCUREMENT OF RECOVERED MATERIALS

16.1 Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

16.2 In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

17. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(a) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds under this Agreement to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing—

- (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements;
- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or

otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

- i. Are not used as a substantial or essential component of any system; and
- ii. Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

(1) In the event Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or Contractor is notified of such by a subcontractor at any tier or by any other source, Contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

18. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

19. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Agreement.

20. DAVIS-BACON ACT AND COPELAND ANTI-KICKBACK ACT (only prime construction, repair, or alteration contracts in excess of \$2,000, if required by the federal program legislation)

INTENTIONALLY OMITTED

21. BONDS (all construction or facility improvement contracts, or any subcontracts thereof, exceeding \$250,000)

INTENTIONALLY OMITTED

Exhibit D-1

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

(Lower Tier refers to the agency or Contractor receiving Federal funds, as well as any subcontractors that the agency or Contractor enters into contract with using those funds)

As required by Executive Order 12549, Debarment and Suspension, and 31 CFR Part 19 and 2 CFR part 180, County may not enter into contract with any entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. Contractor is required to sign the certification below which specifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal agency. It also certifies that Contractor will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any Contractor that is debarred, suspended, or ineligible under 31 CFR Part 19.

Instruction for Certification

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definition and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
4. The prospective lower tier participant agrees by submitting this agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
5. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion – Lower Tier Covered Transactions

1. Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for, or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with, commission of any of the offenses enumerated in paragraph (b) of this certification, and
4. Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
5. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.

Contractor Signature

Date

Exhibit D-2

APPENDIX A, 31 CFR PART 21 –CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person or organization for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining or awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Contractor's
Authorized Official - Signature

Title

Date