

AGREEMENT FOR TECHNICAL ADVISOR CONSULTING SERVICES

This Agreement for Technical Advisor Consulting Services (this "Agreement"), dated as of July 24, 2019 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Project Finance Advisory Limited (hereinafter "Consultant"), a Delaware corporation. County and Consultant are sometimes collectively referred to herein as the "Parties" and singularly, a "Party."

RECITALS

WHEREAS, Consultant represents that it is a duly qualified independent financial advisory firm, specializes in developing and implementing financial solutions for infrastructure and real estate projects and related services; and

WHEREAS, in the judgment of the County, it is necessary and desirable to employ the services of Consultant for technical advisory services for the County Government Center Feasibility Phase.

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

AGREEMENT

1. Scope of Services.

1.1 Consultant's Specified Services. Specific services shall be as stated in the following scopes. All services shall be rendered within the times frames or by the dates provided in Exhibit A and pursuant to Article 7, Prosecution of Work, and as otherwise specified in any individual Task Order issued pursuant to this Agreement. In the event of a conflict between the body of this Agreement and Exhibit A and/or any Task Order(s), the provisions in the body of this Agreement shall control.

1.1.1 Base Scope: Consultant shall perform the services and deliverables described in Exhibit A attached hereto and incorporated herein by this reference (hereinafter "Base Scope of Work").

1.1.2 Base Scope Optional Scopes: County, in its sole discretion, may elect to have additional services and deliverables performed in conjunction and/or concurrent with the Base Scope of Work. Services and deliverables may relate and be supplemental to the Base Scope of Work, or otherwise be within disciplines and services available from Consultant. Should such additional services or deliverables be desired, County will request and Consultant shall provide a written quote. Hourly rates for such work shall not exceed the hourly rates stated in Exhibit A (Form G) for the listed personnel (or equivalent). If a quote is acceptable to County, a Task Order will issue and Consultant shall perform any or all of the services and/or deliverables (and according to schedule and other specifications) stated in said Task Order.

1.1.3 Post-Base Scope Optional Scopes: Upon successful completion of the Base Scope of Work and dependent on availability of funds (or other compensation arrangement), the County may exercise any of the following options for additional

services from Consultant. All such options and the particular services and deliverables described therein will be on an as-needed, Task Order basis as determined by the County with no scope or minimum guaranteed. It is expressly understood that County shall not be obligated to request any Optional Scope services from Consultant.

Upon completion of the Base Scope of Work (and each Optional Scope, should service needs progress), Consultant shall examine and propose hourly rates and lump sum quotes for services, deliverables, and other charges contemplated for the next successive Optional Scope. Said rates and lump sums shall in no event exceed those stated in Exhibit A during the first year of the term of this Agreement, including the hourly rates of Key Personnel described at Form G thereof. In the event County (as determined by the County's Director of General Services) determines proposed rates and sums to be acceptable and County desires to proceed with further services, said proposed rates and sums shall be memorialized in writing and otherwise incorporated into this Agreement as the rates and costs for successive Optional Scope of Work. County is under no obligation to accept any proposed rates or sums.

1.1.3.1 Post-Base Optional Scope 1: Upon issuance of a Task Order, Consultant shall perform any or all of the services and/or deliverables described in Exhibit A attached hereto and incorporated herein by this reference, according to timeframes and as otherwise specified in the individual Task Orders and at the rates and sums incorporated for such Post-Base Optional Scope.

1.1.3.2 Post-Base Optional Scope 2: Upon issuance of a Task Order, Consultant shall perform any or all of the services and/or deliverables described in Exhibit A attached hereto and incorporated herein by this reference, according to timeframes and as otherwise specified in the individual Task Orders and at the rates and sums incorporated for such Post-Base Optional Scope.

1.1.3.3 Post-Base Optional Scope 3: Upon issuance of a Task Order, Consultant shall perform any or all of the services and/or deliverables described in Exhibit A attached hereto and incorporated herein by this reference, according to timeframes and as otherwise specified in the individual Task Orders and at the rates and sums incorporated for such Post-Base Optional Scope.

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 persons practicing in Consultant's profession. County has relied upon the professional ability, experience, 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 Consultant's services or 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, standard of care, or legal requirements, 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; Key Personnel.

1.4.1 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.

1.4.2 Any and all persons specified in this Agreement or any exhibit hereto as the project manager, project team, or other professionals 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, which consent shall not be unreasonably withheld. With respect to performance under this Agreement, Consultant shall employ the "Key Personnel" specified in Exhibit A, including for the scopes and at least the minimum hours detailed in Figure 2 "*Detailed Work Plan & Budget*".

1.4.3 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.

1.5 Non-exclusive Services. Other than as for the services and deliverables comprising the Base Scope, County shall not be obligated to issue Task Orders or otherwise commission Consultant for any other services or deliverables under this Agreement or relating to services and deliverables involving the potential County Government Center options and project. County may separately contract with other consultants and entities to perform any and all services related to the potential County Government Center options and project, including those services and deliverables described in the Optional Scopes of this Agreement.

2. Payment.

2.1 Authorized Services Only. As compensation for the services rendered under this Agreement, County agrees and Consultant accepts that the amount to be paid shall only include that which is specifically addressed in this Agreement and the Exhibits attached hereto. The County will only pay for services that are evidenced by properly submitted invoices, pursuant to the schedules and other conditions stated herein. The County will not be required to make advance payments for any service to be rendered by Consultant under this Agreement. To that end, deferred payment on invoices may be utilized as necessary. Expenses not expressly authorized by this Agreement shall not be compensated by County.

2.4. Billing/Invoicing. Consultant shall be paid on a time and material/expense basis in accordance with the budget set forth below, provided, however, that total payments to Consultant shall not exceed Two Hundred Ninety-Nine Thousand Nine Hundred Forty-Four Dollars (**\$299,944.00**) without the prior written approval of County. Notwithstanding, for Task Orders and deliverables for which lump sum payment has been agreed, Consultant shall be paid only those sums for all work, costs, and expenses relating to those authorized Task Orders and deliverables. All services, deliverables, and other charges shall be chargeable at the fixed rates, unit costs, or hourly rates as specified in Exhibit A.

Consultant assumes the risk that its actual staff hours incurred to complete the services and deliverables set forth at Exhibit A exceed the projected and budgeted hours described therein, and agrees that no increase of the total maximum payment described above shall be made for any overage of hours or other costs incurred by Consultant, or its subcontractors, to complete said work.

Consultant shall submit invoices in arrears on a monthly basis for authorized work and deliverables, and payment shall be subject to County's acceptance and approval of such work and deliverables as set forth below. Invoices shall be detailed and in a form approved by County. Invoices shall show or include: (i) the task(s) performed (referencing the Task identified in the Scope of Work attached at Exhibit A, and at Figures 1 and 2 thereof); (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); (iv) copies of receipts for reimbursable materials/expenses, if any; and (v) any other information requested by County. Invoices shall also demonstrate the employment of the personnel and subcontractors (and the respective work amounts) as required pursuant to Section 1.4.2 above, on a Task Order-basis or other basis deemed acceptable to County. Invoices for charges shall be split between fiscal years (with fiscal year commencing July 1 and expiring June 30) in situations where assignments have performance in multiple fiscal years. Consultant shall invoice County for actual hours spent rendering such services, but in no event for more hours or expenses other than those authorized by County in associated Task Order(s) or otherwise in writing. Notwithstanding monthly invoicing and the monthly reports required herein, payment for all services shall be on a monthly basis, but County may in its discretion approve interim payments for satisfactory work completed.

2.5 Approval and Acceptance. All compensation to Consultant shall be subject to County's approval and acceptance of deliverables and work hours due under the Base Scope or authorized by issued Task Order, which approval and acceptance shall be made in good faith and shall not be unreasonably withheld. All deliverables and work hours shall be rendered to industry standards, in accordance with general accounting and other professional practices, and in timely fashion. Further criteria regarding acceptability and satisfactory completion may be specified in each Task Order depending on project or task specifics. Failure to meet the acceptability and satisfactory completion standards shall be cause for disapproval of the deliverables and/or work and any related invoices.

2.6 Retainer and Payment. Unless there is a dispute over payment regarding the invoice or County does not accept the related work and/or deliverables, payment shall be made as set forth herein and otherwise in the normal course of County business. If there is a dispute,

both the County and Consultant shall engage in necessary due diligence to timely resolve said dispute so that payment can be rendered.

2.7 Income Tax Withholding. 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 three (3) years, commencing on the Effective Date, with the option for two 1-year extensions unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

4.1 Termination For Convenience. 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, which notice shall be effective thirty (30) days after delivery to Consultant. The County shall be liable for payment for any work performed by Consultant up until the effective date of termination of this Agreement as mentioned in Article 4.4.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its material obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the material terms of this Agreement, County may immediately suspend this Agreement by giving Consultant written notice of such suspension, stating the reason for termination. Consultant shall then have ten (10) days to cure the alleged breach or issue. If the breach or issue is not cured within that period of time, the Agreement will be immediately terminated. The County shall be liable for payment for any work performed by Consultant up until the effective date of termination of this Agreement as mentioned in Article 4.4. Notwithstanding any other provision in this Agreement, Consultant may terminate this agreement for cause with thirty (30) days written notice if the County violates any material terms of this Agreement. The County shall also have ten (10) days to cure the alleged breach or issue.

4.3 Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Consultant, within fourteen (14) days following the effective 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 sub-consultants, 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 effective 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 Article 4.2, County shall deduct from such amount the reasonable 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 subject to the terms and conditions above. In addition, the Director of General Services, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Liability. Consultant agrees to accept all responsibility for any direct loss or direct 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 third party (including Consultant's agents, employees, contractors, subcontractors or invitees) (collectively "Third Party"), that directly arise out of, directly pertain to, or directly 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 Third Party 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 reasonable 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 services under this Agreement, Consultant shall maintain and shall require all of its sub-consultants, consultants, and other agents to maintain, insurance as described in Exhibit B, which is attached hereto and incorporated herein by this reference. Consultant shall comply with all other insurance requirements as stated in Exhibit B.

7. Prosecution of Work. The execution of this Agreement shall constitute Consultant's authority to proceed immediately with the performance of the Base Scope of Work. 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. Changed Work; Accessibility of Certain Work Product.

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

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

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

8.4 Noncompliant Materials. County reserves the right to make any necessary changes or repairs to any deliverables received from Consultant which are noncompliant with County Accessibility Standards, if after notice from County, Consultant does not repair or replace the non-compliant materials within such period of time as specified by County in writing. In such event, Consultant shall be liable for all expenses incurred by County in connection with such changes or

repairs. Notwithstanding the foregoing, County may accept deliverables that are not strictly compliant with County Accessibility Standards if County, in its sole and absolute discretion, determines that acceptance of such products or services is in County's best interest.

9. Representations of Consultant.

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

9.2 Status of Consultant. The Parties intend that Consultant, in performing the services specified herein, shall act as an independent Consultant 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 public entity or 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 conflict of interest under state or federal 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" (e.g., the California Fair Political Practices Commission's Form 700) with County disclosing Consultant's or such other person's financial interests.

9.7 Living Wage. Consultant shall comply with any and all applicable federal, state, and local laws – including, but not limited to the County of Sonoma Living Wage Ordinance – applicable to the services provided by 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 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 condition, whether actual or perceived.

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, or Consultant's sub-consultants, consultants, and other agents, solely 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 Agreement or any other related project without first obtaining written permission of County.

9.11 Ownership and Non-Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, information, presentations, pro formas, analyses, and other data, documents or deliverables (collectively "Documents"), in whatever form or format, assembled or prepared by Consultant or Consultant's sub-consultants, consultants, and other agents solely in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of the Documents upon completion of the work pursuant to this Agreement and the payment of corresponding sums owed pursuant to Section 2 above. Upon

expiration or termination of this Agreement, and the payment of corresponding sums owed pursuant to Section 2 above, Consultant shall promptly deliver to County all Documents that have not already been provided to County, in such form or format as County deems appropriate. The Documents shall be and will remain the property of County without restriction or limitation. Consultant may retain copies of the Documents but agrees not to reuse, disclose or discuss the Documents without the express, prior 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.

9.13 Safeguarding Personal Identifying Information. In the event it is necessary for County to deliver to Consultant or its subcontractors any personal identifying information ("PII") or Consultant otherwise receives PII, in connection the Scope of Services, Consultant shall comply with all applicable confidentiality requirements and safeguards and security regarding such PII, including non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Consultant shall take full responsibility for the security of all PII in its possession or in the possession of any subcontractors.

9.14 Confidential Materials. Consultant acknowledges that County may deliver to Consultant in connection with Scope of Services, certain information, including without limitation, reports, materials, drawings, plans, appraisals, financial data and analyses pertaining to the County Campus property that is confidential and not for public disclosure (collectively "Confidential Materials"). County shall identify said Confidential Materials upon delivery to Consultant. Confidential Materials will not include information or documents that has become part of the public domain or that Consultant can demonstrate were independently developed by Consultant without the use of the Confidential Materials. All Confidential Materials so furnished to Consultant under this Agreement shall be held in the strictest confidence, shall not be discussed disclosed to any person, shall be used solely for the purpose completing Consultant's responsibilities hereunder, and shall not be copied or reproduced. Upon County's request, Consultant shall return all Confidential Materials and copies thereof (including any notes made from such Confidential Materials). The Confidential Materials may be disclosed to Consultant's employees, contractors, subcontractors and legal counsel ("Related Parties") only on a "need-to-know" basis for the purpose of completing Consultant's responsibilities hereunder; provided, however, Consultant shall inform such Related Parties of the confidential nature of the Confidential Materials and shall be responsible for a breach of this Agreement caused by such Related Parties.

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 and

cause for termination. 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: Keith Lew, General Services Deputy Director
General Services Department
2300 County Center Drive, Suite A200
Santa Rosa, CA 95403

TO:

CONSULTANT: Victoria Taylor, President & CEO
Project Finance Advisory Limited
16A Funston Avenue
San Francisco, CA 94129

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 provision contained in this Agreement shall not be deemed to be a waiver of such provision or of any subsequent breach of the same or any other provision 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 or any provision thereof, 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, preparation, and execution 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, assignments of rights, records retention requirements, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

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

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

CONSULTANT:

PROJECT FINANCE ADVISORY LIMITED,
a Delaware corporation

By: Victoria Taylor

Its: President & CEO

Date: 10/28/19

The General Services Director is authorized to execute this Agreement pursuant to the Board of Supervisors Action, Agenda Item 2019-0716, dated July 23, 2019.

COUNTY:

COUNTY OF SONOMA, a political subdivision of the State of California
Caroline Judy, General Services Director

Date: _____

CERTIFICATES OF INSURANCE ON FILE WITH COUNTY:

By: _____
Department Head

Date: _____

APPROVED AS TO FORM FOR COUNTY:

By: _____
County Counsel

Date: _____

EXHIBIT A – SCOPE OF WORK

Figure 1: Detailed Work Schedule and Deliverables for the Base Scope

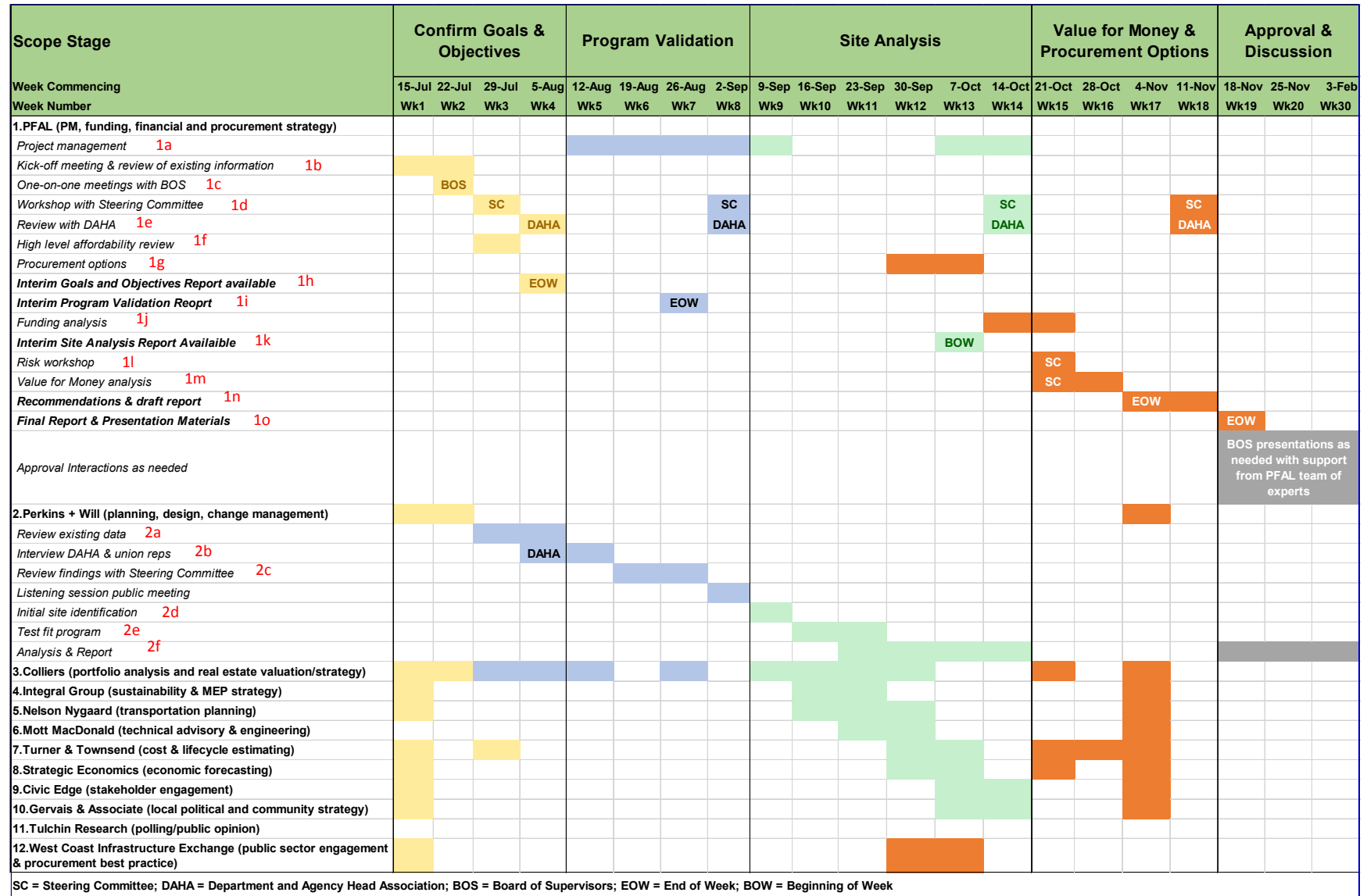


Figure 2: Detailed Work Plan & Budget

Scope Stage	Confirm Goals & Objectives				Program Validation				Site Analysis						Value for Money & Procurement Options				Approval & Discussion						
Week Commencing	15-Jul	22-Jul	29-Jul	5-Aug	12-Aug	19-Aug	26-Aug	2-Sep	9-Sep	16-Sep	23-Sep	30-Sep	7-Oct	14-Oct	21-Oct	28-Oct	4-Nov	11-Nov	18-Nov	25-Nov	3-Feb				
Week Number	Wk1	Wk2	Wk3	Wk4	Wk5	Wk6	Wk7	Wk8	Wk9	Wk10	Wk11	Wk12	Wk13	Wk14	Wk15	Wk16	Wk17	Wk18	Wk19	Wk20	Wk30	Hours/task	Budget/task		
1.PFAL (PM, funding, financial and procurement strategy)																									
Project management					2	2	2	2	2				2	2								14	4,900		
Kick-off meeting & review of existing information	8	8																				16	5,600		
One-on-one meetings with BOS		5																				5	1,750		
Workshop with Steering Committee			10					10						10				10				40	14,000		
Review with DAHA				5				5						5				8				23	8,050		
High level affordability review			10																			10	3,500		
Procurement options												8	8									16	5,600		
Interim Goals and Objectives Report available				10																		10	3,500		
Interim Program Validation Reoprt							10															10	3,500		
Funding analysis														8	4							12	4,200		
Interim Site Analysis Report Available													22									22	7,700		
Risk workshop															22							22	7,700		
Value for Money analysis															14	12						26	9,100		
Recommendations & draft report																	10	10				20	7,000		
Final Report & Presentation Materials																			8			8	2,800		
Approval Interactions as needed																			12			12	4,120		
2.Perkins + Will (planning, design, change management)	2	2															5					9	2,829		
Review existing data			8	8																		16	4,966		
Interview DAHA & union reps				8	8																	16	5,029		
Review findings with Steering Committee						16	16															32	10,057		
Initial site identification									8													8	2,514		
Test fit program										32	32											64	20,114		
Analysis & Report											18	18	18	16					8			78	24,514		
3.Colliers (portfolio analysis and real estate valuation/strategy)	2	5	5	5	5		4		8	8	8	8			4		4					66	20,087		
4.Integral Group (sustainability & MEP strategy)	4									26	28						9					67	19,950		
5.Nelson Nygaard (transportation planning)	4									30	32	31					8					105	19,775		
6.Mott MacDonald (technical advisory & engineering)																						-	-		
7.Turner & Townsend (cost & lifecycle estimating)	2		8									16	16		18	18	18					96	19,920		
8.Strategic Economics (economic forecasting)	2											24	24		20		20					90	15,120		
9.Civic Edge (stakeholder engagement)	2	16											30	30			34					112	25,200		
10.Gervais & Associate (local political and community strategy)	2	16											16	16			16					66	14,850		
11.Tulchin Research (polling/public opinion)																						-	-		
12.West Coast Infrastructure Exchange (public sector engagement & procurement best practice)	2											4	4									10	2,000		
SC = Steering Committee; DAHA = Department and Agency Head Association; BOS = Board of Supervisors; EOW = End of Week; BOW = Beginning of Week																									
Total hours per week	30	52	41	36	15	18	32	17	18	96	118	109	140	87	82	30	124	28			28	1,100	299,944		
Company	1. Confirm Goals & Objectives				2. Program Validation				3. Site Analysis						4. Value for Money & Procurement				5. Approval & Discussion			Budget Split (\$)		Budget Split (%)	
PFAL	\$ 19,600				\$ 11,550				\$ 15,050						\$ 39,900				\$ 6,920			\$ 93,020	31%		
P+W	\$ 1,257				\$ 20,051				\$ 44,629						\$ 1,571				\$ 2,514			\$ 70,023	23%		
Colliers	\$ 2,147				\$ 5,673				\$ 9,813						\$ 2,453				\$ -			\$ 20,087	7%		
Integral Group	\$ 1,200				\$ -				\$ 16,050						\$ 2,700				\$ -			\$ 19,950	7%		
Nelson Nygaard	\$ 753				\$ -				\$ 17,515						\$ 1,507				\$ -			\$ 19,775	7%		
Motts MacDonald	\$ -				\$ -				\$ -						\$ -				\$ -			\$ -	0%		
Turner & Townsend	\$ 2,075				\$ -				\$ 6,640						\$ 11,205				\$ -			\$ 19,920	7%		
Strategic Economics	\$ 336				\$ -				\$ 8,064						\$ 6,720				\$ -			\$ 15,120	5%		
Civic Edge/Michelle Gervais	\$ 8,100				\$ -				\$ 20,700						\$ 11,250				\$ -			\$ 40,050	13%		
Tulchin Research	\$ -				\$ -				\$ -						\$ -				\$ -			\$ -	0%		
WCX	\$ 400				\$ -				\$ -						\$ 1,600				\$ -			\$ 2,000	1%		
Sub-Totals	\$ 35,868				\$ 37,275				\$ 138,461						\$ 78,906				\$ 9,434			\$ 299,944	100%		

Figure 1: Detailed Work Schedule and Deliverables for the Base Scope, shows a detailed schedule for each task with the major activities and interactions noted. Notwithstanding anything else stated herein, all dates, schedules, and meeting particulars are subject to extension and other changes deemed appropriate by County in its sole discretion, subject to consultation and coordination with Consultant.

Figure 2: Detailed Work Plan & Budget for the Base Scope, shows a detailed schedule for each task with the major activities and interactions noted. Notwithstanding anything to the contrary stated herein, County reserves the right to reduce or delete specific tasks, activities, and deliverables and to redeploy the time, budget, and costs of same to other tasks, activities, and deliverables of the Base Scope. Consultant reserves the right to redeploy unused time, budget and costs to other tasks, activities, and deliverables of the Base Scope.

I. Base Scope of Work

Consultant will provide services and deliverables relating to assessment and potential development regarding a new County Government Center (the “Project”).

Timing of all tasks, activities, and deliverables shall be pursuant to the schedule contained in Figure 1, as specifically referenced below.

Key Personnel Involvement

In accordance with Section 1.4.2 of the Agreement, the following are designated as key personnel and shall be principally and substantively responsible for planning, coordination and implementation, management and oversight, and drafting and review of all material aspects of the services and deliverables specified and associated with each area of scope:

1. Richard Kerrigan (PFAL): Project lead; Ultimate delivery of all services and deliverables
2. Michelle Gervais (Gervais & Associates): Internal and external stakeholder and community engagement, communication, and reporting
3. Lisbet Sunshine (Civic Edge Consulting): Internal and external stakeholder and community engagement, communication, and reporting
4. Gerry Tierney (Perkins + Will): Program validation and service delivery analysis
5. David Fields (Nelson Nygaard): Facilities master planning; Traffic and transportation impact analysis
6. Andrea Traber (Integral Group): Energy, water, and sustainability benchmarking and renewable and net-zero strategies
7. Dominic Leadsom (Turner & Townsend) : Cost/benefit analysis of site options; Cost estimates of facility management and lifecycle costs
8. Dena Belzer (Strategic Economics): Economic impact analysis; Funding analysis

In accordance with the above, Consultant shall conduct and deliver all of the following as part of the Base Scope:

1. Confirm Goals and Objectives.

- a. Reviewing existing information including the responses received from the industry outreach effort in 2018. Review the key findings/results from the staff summary of the industry surveys. **See Item 1a in Figure 1**

- b. Prepare a prioritized list of requested information for any items Consultant believes will be necessary to undertake Consultant's work. (Consolidating Consultant's requests will avoid placing an undue burden on County staff.) [See Item 1a in Figure 1.](#)
- c. Provide and discuss a detailed day to day schedule to enable the County to pre-arrange dates and locations for all the BOS, Steering Committee and DAHA meetings, and weekly status update calls for the term of the scope of work. [See Item 1a in Figure 1](#)
- d. Hold an all-hands kick-off meeting at the County offices to introduce the County and Consultant's teams, share and refine the schedule, and conduct the initial review of the County goals and objectives. [See Item 1b in Figure 1](#) Hold one-on-one meetings with the each member of the Board of Supervisors which will be attended by PFAL team leads, Civic Edge/Gervais Consulting, the General Services Director or Deputy Director, and a representative from the County Administrator's Office. The purpose of the meetings is for the Consultant to answer questions and provide information regarding the Project, aspirations, opportunities, perceived challenges and any no-go areas.
- e. Conduct a workshop with both the Steering Committee and Department and Agency Head Association (DAHA), which will include Civic Edge/Gervais Consulting. Timeline to be determined in consultation with County. [See Items 1c, 1d, 1e in Figure 1](#)
- f. Conduct interviews with Department Heads individually, as necessary.
- g. Prepare a Goals and Objective Report describing the overarching goals from summary information obtained in the above meetings. [See Item 1h in Figure 1](#)

2. Outreach and Engagement Planning

- a. Prepare a stakeholder and community engagement plan regarding the Project for the County's review and approval.

The plan shall include the following:

- Simple strategic communications plan (goals, timeline, stakeholders, tactics, etc.)
 - Creation and/or refinement of key project graphics (e.g. fact boxes, timeline, costs, why now)
 - Develop a power point deck for external stakeholder meetings
 - Draft Project Information email for City and County elected officials
 - Create an online survey tool and assessment
 - Conduct workshop with Mayors and Councilmembers
- b. Review the target stakeholder and outreach group list provided by the County and develop plan informed by best practices.

- c. Maintain and update the stakeholder and outreach plan throughout term of agreement, and provide regular updates to the County at weekly status update meetings. **See Item 10 in Figure 1**
- d. Develop specific engagement plan for coordination with the City of Santa Rosa's technical advisor.

3. Initial Financial Assessment

- a. Provide initial assessment of credit and affordability analysis using existing cost and funding data.
- b. Meet with representatives of the Auditor Controller Tax Collector's office, County's Financial Advisor (at the discretion of ACTTC), and General Services Director or Deputy Director, and representative from the County Administrator's Office to better understand debt capacity, credit rating, and County Financial Policies pertinent to Project.
- c. Meet with County Budget Manager, General Services Director or Deputy Director, and representative from County Administrator's Office to gain understanding of available ongoing General Fund support for Project.
- d. Provide initial assessment of affordability based upon information obtained during meetings described in (3b and 3c.), and based upon best practices.

Goals and Objectives: *Deliverables, timeline and budget*

- A. Data request list, to be updated throughout the feasibility stage.
- B. Presentation materials for Steering Committee and DAHA meetings and summary findings from each.
- C. Summary report of key findings and takeaways from all major meetings with Board of Supervisors, Steering Committee and DAHA.
- D. Draft and Final Stakeholder and Community outreach plan, as approved by the County. (Primary Deliverable)
- E. Draft and Final Goals and Objective reports, as approved by the County. (Primary Deliverable)
- F. Draft affordability analysis, as approved by the County. (Primary Deliverable)

Schedule of Primary deliverables:

- 1. Draft Stakeholder and Community Outreach and Goals and Objectives Plan deliverables due week August 05, 2019.
- 2. Final Stakeholder and Community Outreach, and Goals and Objective Plans incorporating County comments As shown in Figure 1 items 9 and 10
- 3. Draft Affordability Analysis due as shown in Figure 1 item 1f.

4. Program Validation

With the service delivery needs and updated findings from the County's certain "Comprehensive County Facilities Plan – Real Estate Vision and Service Delivery Vision" ("CCFP"), Consultant will conduct the program validation task prior to the site evaluation. This task will result in a validated

and/or updated program requirement and obtaining the updated square footage for the site analysis. The process of program validation will confirm key departmental relationships and service area adjacency requirements required to complete an effective site analysis. [See Item 2e in Figure 1](#). The program validation analysis reviewing and updating key findings from the CCFP, will include any revised and/or new findings that may have risen from changes in programmatic and service delivery models since the CCFP's completion. [See Items 1i and 2f in Figure 1](#)

Program Validation tasks A and B will proceed based upon the following schedule and process stated below: during weeks 4 & 5 Consultant will hold interviews with departmental representatives and other individuals, as identified by the County. During weeks 6 & 7 Consultant will review findings with the County project team and the Steering Committee leading to a draft report by the end of week 7. The conclusion of the task will be presenting the findings to the Steering Committee and DAHA (perhaps in joint session) during week 8, currently scheduled for August 2019 [See Item 2c in Figure 1](#)

- A. Consultant will review, validate, and update the findings from the CCFP along with Consultant's current knowledge of trends and industry benchmarks. Final report shall address and offer conclusions covering all the following:
 - a. Assess conclusion of Real Estate Master Plan that centralized campus is optimal for service delivery and adjacencies as described.
 - b. Assess service-delivery efficacy of county owned site (County Center), and potential alternative locations in downtown Santa Rosa or in Airport Business Park area, or elsewhere.
 - c. Assess trends towards remote or online service delivery and potential to offset space needs.
 - d. Obtain updated service delivery needs based upon interviews with department heads, and knowledge of best practices and prepare report. Report shall include a list of new requirements identified by department heads to accomplish their mission, incorporate changes in laws, such as requirements for lactation rooms and composting facilities.
 - e. Assess lessons learned from the recent fires to determine new approaches or resiliency factors that may enhance the reliability of service delivery under extreme scenarios.
 - f. Review headcount projections described in CCFP and update forecasted staffing requirements to 2040 based upon information provided by County, and informed by best practices, in order to develop service delivery needs. [See Items 2a, 2b, 2c & 3 in Figure 1](#)
 - g. Review the comprehensive facility master planning and existing Zoning requirements to identify the current and future parking needs of employees and the public especially in consideration of potential new policies such as Municipal Climate Action Plan,

technological advances in autonomous vehicles, and growth patterns of the region and identify any transportation related issues and opportunities. [See Item 5 in Figure 1](#)

B. Utility Demand and Building Systems Analysis

Consultant will perform the following assessment;

- a. Develop best practice energy benchmarking, renewable energy potential and zero net strategies for building project types consistent with the code version in effect at the time of design
 - i. Identify and describe potential building and infrastructure systems to meet performance goals
 - ii. Include carbon metrics for building operations relevant to building and infrastructure systems
- b. Develop high level water balance and zero net water strategies for potential sites
 - i. Assess efficiency opportunities for fixtures, process water loads
 - ii. Identify rainwater, greywater and black water reuse opportunities
 - iii. Model water balance for each site with multiple scenarios to be determined
- c. Develop potential of regional systems for energy water , waste optimization
 - i. Determine potential for multi-building districts that optimize energy and water performance
 - ii. Identify opportunities for water-energy nexus strategies (e.g. fire water loop providing thermal capacity for hydronic based building systems, waste heat recovery, all-electric water source heat pump systems)
 - iii. Provide descriptions of systems for high level cost estimating
- d. Prepare a narrative report for proposed building and infrastructure systems to align with each potential site and scenario included in the feasibility analysis
 - i. Building and site energy waste and water and infrastructure systems
 - ii. Building and site operations requirements
 - iii. Include results of economic feasibility analysis of systems with payback identified

Deliverables, timeline and budget:

Draft and Final Program Validation Report.

Schedule: expected end of week September 02, 2019.

5. Site Analysis

The sites identified for study are as follows:

- Existing County Government Center site
- City of Santa Rosa site, City Hall/Public Library
- Airport Business Park

A. Development of Screening Criteria and Methodology

This phase will begin with agreeing on the screening criteria and methodology for assessment of all options objectively. The County will provide screening criteria for site assessment with input from the Consultant.

B. Community and Stakeholder Engagement

Consultant (Civic Edge/Gervais Consulting) will coordinate listening sessions with multiple stakeholders including County employees, customers, community organizations. [See Items 9 and 10 in Figure 1.](#)

C. Evaluation of Site Alternatives and Opportunities

- a. This task includes evaluating the three primary site alternatives: existing campus, downtown Santa Rosa (2) locations, and a split operation option with some functions remaining at the existing campus and some functions at a downtown sites. For the split operation alternative, Consultant shall consider a program where the County would support existing justice-related and law enforcement facilities at the existing campus and administrative functions located elsewhere in downtown Santa Rosa or at an alternate location such as the Airport Business Park.
- b. Consultant shall coordinate with the City of Santa Rosa (including its Technical Advisor as necessary) to obtain information pertinent to the site analysis. [See Items 2d and 5 in Figure 1.](#) Consultant will work with the City of Santa Rosa to identify existing parking availability and to determine future parking plans. This information will help inform the shared-parking demand model.
- c. Consultant (Perkins+Will and Integral Group) will test fit the program to the sites and present results for discussion and refining the options.
- d. Consultant will investigate and report on the commercial, retail, housing and other options that arise from the site options.
- e. Consultant (Nelson Nygaard) will qualitatively analyze the traffic and transportation impacts of different sites. They will run a high-level shared-parking demand model for the sites in consideration, which will account for existing/planned mobility improvements and assume a moderate level of Transportation Demand Management programming. The output of this model will provide the County with an estimate of parking needs to include in site requirements, and based on an order of magnitude cost, the capital investment required to provide that parking supply.
- f. Consultant will also include a review of existing zoning requirements to identify extent the proposed parking plan may vary from code. [See Item 2e in Figure 1](#)

- g. Consultant (Turner & Townsend) will prepare an assessment and consolidated report of the cost analysis of the options. This report will also include Consultant's (Strategic Economics) review of and consolidated report on economic impacts of the options.
- h. Consultant (PFAL) will consider the legal limitations of specific site uses.
- i. Consultant will provide a comprehensive draft report including summary analysis and detailed content from tasks a-h, by the end of the week commencing October 07, 2019.
 - i. The report will contain a quantitative options analysis measuring how well each site option meets each of the County goals and objectives, summarized in an easy to understand format.
 - ii. The Site Option Report will include the methodology of site selection and evaluation including analysis describing risks and opportunities and tradeoffs of various sites and associated order of magnitude costs.
 - iii. Consultant will also include an assessment and report of economic cost benefit assessment comparison of each site.
 - iv. The Site Analysis will inform the County of potential costs associated with various sites. This analysis will identify geo-technical, land-use and zoning considerations, and their impact to cost and value.
 - v. Provide costs (total cost and cost per square foot) associated for each site, identify property constraints and basis of assumptions for development costs and massing such as: building size; floor plate; number of stories; design costs based on site selection; offsetting costs of existing County properties available for lease or for sale; and permitting costs.
 - vi. The analysis for each location shall also take into account the costs for swing space during construction, or alternatively phased construction, economies of scale should the County and City co-locate, anticipated cost escalation, and potential environmental impact costs. **See Items 2f, 7, 9 and 10 in Figure 1**
- j. The comprehensive report will be presented to the Steering Committee, and DAHA during week commencing October 14, 2019. **See Items 7 and 8 in Figure 1**

Deliverables, timeline and budget:

Draft and Final Site Options Report, as approved by the County. Consultant shall submit a preliminary draft for internal review by the Steering Committee for comment. Following incorporation of comments, Consultant shall submit a final draft for review by an expanded stakeholder group. **See Item 1k in Figure 1**

Schedule: expected end of week October 28, 2019.

6. Value for Money and Procurement Options

This phase will result in a recommended procurement approach for County consideration and be completed by end of the week commencing November 18, 2019. Consultant will first prepare analysis examining how well each procurement option meets the County goals and objectives. Together with the

Value for Money Analysis this will give the County powerful and objective tools for use in making a decision about: [See Item 1g in Figure 1](#)

1. Which site option to pursue
 2. Which procurement option to use, and
 3. Whether or not, and how the County can afford the project.
-
- a. Consultant (PFAL) will conduct Value for Money Analysis (VFM) and Procurement Options Analysis to objectively examine how well each of these various options may meet (or not) the County goals and guiding principles for the Project. The value for money analysis will present the sum of the costs for each procurement option discounted to current dollars, a net present value (NPV) of County Real Estate assets including real estate value of potentially available county campus property even if it County moves downtown. These values may be compared with one another to ascertain which will be the least costly option. Consultant will test various sensitivities to show the impact of changing assumptions. The Value for Money Analysis report shall compare g different delivery methods with financial model outputs. [See Item 1m in Figure 1](#)
 - b. Consultant will prepare a comprehensive draft VFM and Procurement Options Report by the end of the week commencing November 11, 2019. The team will present the draft report to the County project team, Steering Committee and DAHA for discussion and input. [See Item 1k in Figure 1](#)
 - c. This phase of work will conclude with Consultant's final report at the end of the week commencing November 18, 2019.
 - d. Consultant will prepare a written description of the procurement options and describe how well the options meet the County goals and objectives. Consultant's analysis of optimal delivery options will necessarily include the consideration of different financing alternatives. Consultant will evaluate each option with pros and cons and identify the different risk profiles, value propositions and assurance of outcomes.
 - e. Consultant will present these findings to the Steering Committee for discussion and input in a workshop. The objective will be to select a shortlist of procurement options for which full quantitative analysis will be performed. [See Items 1j and 8 in Figure 1](#)
 - f. Consultant will prepare a project funding plan to support the payment profile for the project. Consultant (PFAL and Strategic Economics) will conduct funding analysis evaluating the options for funding the project including various tax or debt finance options, potential savings from real estate consolidation, energy and maintenance savings, avoided costs from existing property lease termination, sale/lease of county property, and revenue from commercial opportunities. [See Items 1j and 8 in Figure 1](#)
 - g. Consultant will lead detailed risk workshops with the County Project team and members of the Steering Committee, to examine the risks of the project and how they may vary between the site options. Consultant will hold two half day workshops, one to identify risks and potential mitigations and one to attribute values to the risks. These workshops will take place during weeks 15 & 16. The risk analysis and risk values will be incorporated into the value for money analysis. [See Item 1l in Figure 1](#)

- h. Consultant will prepare a project-specific Excel-based financial model which will model the full lifecycle costs (construction plus 30 years) for two site options and four procurement options, as identified by Consultant and agreed upon by the County.
- i. Consultant (Turner & Townsend) will prepare cost estimates of facility management and lifecycle costs for input into the financial model with assistance from Integral to consider the lifecycle costing associated with specific sustainability innovations and targets. **See Items 1m and 7 in Figure 1**
- j. Consultant will also highlight known legal considerations that the County would have in proceeding down any specific procurement or funding path. **See Item 1g in Figure 1**

Deliverables, timeline and budget:

Consultant shall submit a preliminary draft for internal review by the Steering Committee for comment. Following incorporation of comments, Technical Advisor shall submit a final draft for review by an expanded stakeholder group. Final site options report shall be submitted as approved by the County. **See Items 1a and 1m in Figure 1**

Schedule: expected end of week November 18, 2019.

7. Base Scope of Work Summary Report, Approval and Presentations

- a. The Consultant will prepare draft summary report of Base Scope of Work.
- b. The Consultant will review the Base Scope of Work draft summary report with the Steering Committee and DAHA, and will also present to the Board of Supervisors in individual and/or group settings. **See Item 1a in Figure 1**
- c. The Consultant will prepare final summary report of conclusions from Base Scope of Work.
- d. Consultant (PFAL and Perkins+Will) will prepare a final summary of report of conclusions from all tasks identified in the Base Scope of work in Microsoft PowerPoint format to be included in a staff presentation. Consultant will incorporate feedback and comments from the County's review and approval process. **See Item 2f in Figure 1.** The summary will include:
 - i. Summary findings from all tasks described in the Base Scope of Work
 - ii. Recommendations regarding the specific site(s) for a new County Campus , considering the needs, goals, and parameters identified by the County as well as internal and external stakeholders.

Board Presentation & Approval: February 04, 2020.

Deliverables, timeline and budget:

Summary of Conclusions Presentation, as approved by the County.

Schedule:

Final Report & Presentation Materials: December 16, 2019

CAO Review: December 23, 2019

Board Summary: January 13, 2020

BOS presentation expected February 04, 2020

TOTAL COST BASE SCOPE OF WORK: \$299,944.

Post-Base Optional Scope 1:

Assistance and support for procurement of a developer or design-build team (depending on the approved delivery method), which could include but not be limited to services and related deliverables for:

- a) Draft RFQ/RFP for proposals for new County Campus, based on direction and parameters elected by the Board of Supervisors. The County will provide a template for the RFQ/RFP.
- b) Assist with RFQ/RFP process, in support of competitive process evaluation and potential
- c) Board award to most successful proposer.
- d) Serve as non-voting member of the selection team in the evaluation of proposals. Review proposals and advise voting members regarding each proposal as needed.

Post-Base Optional Scope 2:

Assistance and support as to the procured developer and/or design-build team, which could include but not be limited to services and related deliverables for:

- a. Review and advise regarding proposed execution plan: It is anticipated that the successful proposer for potentially delivering a new County Campus will submit an Execution Plan outlining necessary steps to successfully pursue development of a new County Campus. The Consultant would be tasked to review and advise on the Execution Plan, including accounting for schedule and ensuring accommodations for continued operations and community and staff engagement are incorporated.
- b. Assist in Exclusive Negotiations Agreement (or comparable document to secure successful proposer for potentially delivering a new County Campus) preparation as needed
- c. The Consultant may be tasked with assisting the County's legal team with technical issues affecting negotiations and other transaction matters.
- d. Assist in Development Agreement preparation and review as needed (legal counsel to lead). The Consultant may be tasked with assisting the County's legal team with technical, financial and commercial issues concerning scope, realizing overarching goals, budget and schedule.
- e. Change management services: Either review and advise, or develop and implement, a change management program to assist staff in transitioning from current offices to new work environments. As new facility design and other workplace arrangements could result in operational changes, change management services will be needed to prepare and support individuals to adapt to various changes resulting in meeting overarching goals and service delivery.

Post-Base Optional Scope 3:

Assistance and support as to design phase with the procured developer and/or design-build team, which could include but not be limited to services and related deliverables for:

- f. Assist in translating goals into criteria for design/construction.
- g. Owner's representative: Review developer submissions for conformance with County overarching goals and objectives, recommend edits and manage development schedule, to ensure for completion of any project through to occupancy. Schedule would be reviewed for completeness, scheduling logic and impact to delivery and the occupancy phase. Advise the County of potential risks and recommend remedial action.

Form G: Personnel

Staff	Firm	Hourly Rate
Victoria Taylor	PFAL	\$ 375
Richard Kerrigan	PFAL	\$ 350
Steven Leeming	PFAL	\$ 375
Jose Luis Moscovich	PFAL	\$ 375
Barbara Lloyd	PFAL	\$ 375
Natascha Kiernan	PFAL	\$ 325
Nikita Manayenkov	PFAL	\$ 275
Greg Johnson	Perkins + Will	\$ 360
Geeti Silwal	Perkins + Will	\$ 360
Dwight Long	Perkins + Will	\$ 360
Lisa Pool	Perkins + Will	\$ 360
Matt Covall	Perkins + Will	\$ 270
Gerry Tierney	Perkins + Will	\$ 260
Brian Chambers	Perkins + Will	\$ 230
Martha O'Mara	Colliers	\$ 380
Thea Hahn	Colliers	\$ 270
Ron Zappile	Colliers	\$ 270
Erin Proto	Colliers	\$ 380
Andrea Traber	Integral Group	\$ 300
John Andary	Integral Group	\$ 300
David Kaneda	Integral Group	\$ 300
Vladimir Mikler	Integral Group	\$ 300
David Fields	Nelson Nygaard	\$ 270
Meghan Weir	Nelson Nygaard	\$ 165
Dana Rubin	Nelson Nygaard	\$ 130
Grant Holland	Mott MacDonald	\$ 275
Michael Kerrigan	Mott MacDonald	\$ 275
Jonathan Devonport	Mott MacDonald	\$ 275
Josh Ogier	Mott MacDonald	\$ 275
Jessica Saunders	Mott MacDonald	\$ 275
Ludivine Gentils	Mott MacDonald	\$ 275
Sarah Morrison	Mott MacDonald	\$ 275
Dominic Leadsom	Turner & Townsend	\$ 260
Marcos Sibal	Turner & Townsend	\$ 240
Belinda Edwards	Turner & Townsend	\$ 190
Chelvan Ramalingam	Turner & Townsend	\$ 190
Marc Carn	Turner & Townsend	\$ 205
Jack Jones	Turner & Townsend	\$ 160
Dena Belzer	Strategic Economics	\$ 310
Alison Nemirow	Strategic Economics	\$ 170
Jake Cummings	Strategic Economics	\$ 145
Associate	Strategic Economics	\$ 120
Research Analyst	Strategic Economics	\$ 95
Michelle Gervais	Gervais & Associates	\$ 225
Lisbet Sunshine	Civic Edge Consulting	\$ 250
Paisley Strellis	Civic Edge Consulting	\$ 200
Graphics Manager	Civic Edge Consulting	\$ 125
Project Assistant	Civic Edge Consulting	\$ 80
Ben Tulchin	Tulchin Research	\$ 300
Ben Krompak	Tulchin Research	\$ 200
Corey O'Neil	Tulchin Research	\$ 200
Kiel Brunner	Tulchin Research	\$ 150
Ashleigh McEvoy	Tulchin Research	\$ 130
Asha Gupta	Tulchin Research	\$ 100
Scott Boardman	West Coast Infrastructure Exchange	\$ 200

EXHIBIT B
INSURANCE REQUIREMENTS

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.

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 limit.
- 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: Two Million Dollars (\$2,000,000) per Occurrence; Four Million Dollars (\$4,000,000) General Aggregate; Four Million Dollars (\$4,000,000) 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. County hereby approves Consultant's \$300,000 deductible for its professional

liability insurance, and any increases to that deductible shall be subject to County review and approval, which may or may not be granted in County's discretion. 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. "The County of Sonoma, its Officer, 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 services under 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 (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, except with respect to the limits of liability.
- 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: One Million Dollars (\$1,000,000) per claim or per occurrence; One Million Dollars (\$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 the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- e. Required Evidence of Insurance: Certificate of Insurance.

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: "Agreement for Technical Advisor Consulting Services".
- 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 Officer, Agents, and Employees,
Attn: Sonoma County Administrator's Office, Office of Recovery and Resiliency
575 Administration Drive, Suite 104-A
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 after 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.

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.