

## AGREEMENT FOR CONSULTING SERVICES

This agreement ("Agreement"), dated as of January 1st, 2020 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and e360 LLC (hereinafter "Consultant").

### RECITALS

WHEREAS, Consultant represents that it is a duly qualified planning consultant firm, experienced in the preparation of planning support services and related services; and

WHEREAS, in the judgment of the Director of Permit and Resource Management, it is necessary and desirable to employ the services of Consultant for planning support services.

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. 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. The requirements in Paragraph 4 of Exhibit C (Professional Liability/Errors and Omissions Insurance) apply only to MIG Consultant's subcontractor, and not to Consultant. Consultant must get prior approval prior to changing subcontractors. With respect to performance under this Agreement, Consultant shall employ the following key personnel: MIG (Moore Iacofano Goltsman, Inc.).
- 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 \$1,700,000, 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 January 1<sup>st</sup>, 2020 to April 13<sup>th</sup>, 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 The Permit and Resource Department Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification. Consultant agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to Consultant's (or its agents', employees', contractors', subcontractors', or invitees') negligence, recklessness, or willful misconduct in the performance or obligations under this Agreement. Consultant agrees to provide a complete defense upon request 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, except to the extent and until it is ultimately determined said claim or action was not caused by Consultant's (or its agents', employees', contractors', subcontractors', or invitees') negligence, recklessness, or willful misconduct. 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. Except to the extent caused by Consultant's (or its agents', employees', contractors', subcontractors', or invitees') negligence, recklessness, willful misconduct, or breach of its the obligations under this Agreement, Consultant shall not be liable for, and County shall indemnify Consultant from and against, all third-party claims, demands, liabilities and costs arising out of Consultant's performance or non-performance of services, including all on-site activities. 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. The County shall have no right or authority to supervise, direct or control the Consultant or the workers assigned to perform work hereunder with respect to the performance of the duties under this Agreement. It is understood and agreed that the County is interested only in the results to be achieved by the Consultant under this Agreement; the manner and

method of performing all duties and services of the Consultant under this Agreement and achieving the desired results shall be under the exclusive control of the Consultant according to the particular skills and expertise of the workers assigned by Consultant to perform services hereunder. Neither consultant, nor the workers provided by Consultant to perform work hereunder, shall be considered to be an agent or employee of County and are not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. As employees of Consultant, Consultant shall be responsible for tracking the hours worked, paying overtime, and providing meal and rest periods for non-exempt employees, and complying with all other applicable wage and hour legal requirements afforded to the workers supplying services hereunder. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, neither Consultant, nor the workers provided hereunder, shall have any recourse or right of appeal under rules, regulations, ordinances, or laws applicable to County employees. The parties further acknowledge and agree that this Agreement shall not, at any time, be construed as creating any association, partnership, joint venture, employment, or agency relationship between the Consultant and the County, or between Consultant's employees and the County. The parties further acknowledge and agree that the Consultant and the workers assigned to perform work hereunder do not have the authority to bind the County.

Consultant certifies that the following representations are true and correct: Consultant shall control the work of the workers assigned by Consultant to perform work hereunder and the manner in which it is performed; the workers assigned by Consultant to provide services hereunder shall furnish such services directly to the County rather than to the customers of the County; Consultant has all required business licenses and business tax registrations; Consultant maintains a business location that is separate from the location of the County; Consultant customarily engages in an independently established business of the same nature as that involved in the work to be performed in the Exhibit A Scope of Work; Consultant has other contracts with other businesses to provide the same or similar services and may perform work on behalf of, and provide services to, persons and entities other than the County, and may market and advertise Consultant's services to such persons and entities, and is not financially dependent on the County; Consultant advertises and holds itself out to the public as available to provide the same or similar services; Consultant provides to its workers assigned to perform services hereunder any required tools, vehicles, and equipment to perform the services; Consultant has secured all required disability, unemployment compensation, and worker's compensation insurance for the workers furnishing services hereunder; the specified rates were the product of negotiations between the parties; Consultant and/or the workers furnished by Consultant will set their own hours and location of work; and no work will be performed hereunder that requires a license from the Contractor's State License Board pursuant to Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code. Consultant agrees to promptly notify the County in the event any of the above representations change at any time during the duration of the Agreement.

Consultant further agrees to release, hold harmless, indemnify and defend the County in accordance with the indemnification and defense obligations under Section 5 above for any claims, actions, or demands that may be brought challenging the status of worker(s) supplied by Consultant hereunder or for joint employment, or that arise out of: a) Consultant's failure to comply with any representation or obligation under this Agreement; b) Consultant's failure or allegations that Consultant failed to pay its employees in accordance with applicable laws; c) any claims for wages, benefits or compensation asserted by a worker performing services hereunder; d) Consultant's failure to pay taxes or benefits as set forth in this Agreement and/or required by law; and e) any fines and/or penalties associated with any of the above.

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

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

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

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

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

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

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

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

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





and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

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

CONSULTANT: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

COUNTY: COUNTY OF SONOMA

CERTIFICATES OF INSURANCE  
REVIEWED AND ON FILE:

By: \_\_\_\_\_  
Department Head or Designee

Date: \_\_\_\_\_

APPROVED AS TO FORM FOR COUNTY:

By: \_\_\_\_\_  
County Counsel

Date: \_\_\_\_\_

AGREEMENT EXECUTED:

By: \_\_\_\_\_  
Department Head

Date: \_\_\_\_\_

## Exhibit A: Scope of Work

### Section A

The following 4 items are eligible tasks and services that may be requested under the on-call services agreement held with the consultant. Permit Sonoma will identify project tasks and request a scope of work to fulfill any or multiple of the services identified below as needed. The County Administrator's Office may also identify project tasks and request a scope of work to fulfill any or multiple of the services identified below related to the County's Cannabis Program.

(1) Project Review: Provide staff assistance with permit processing for the County's Planning Review. The scope includes:

- (a) Permit application oversight and management. Handling day-to-day interaction with applicants for permits throughout the permitting process. Coordinating and facilitating document preparation from applicants, interested neighbors, and commenting agencies to ensure a complete and accurate public record;
- (b) Ministerial and Discretionary Permits. Project review for both categories of projects, including: site plan review, design and landscape plan reviews, conditional use permits, subdivisions, lot line adjustments, zoning permits, appeals, variances, coastal permits, agricultural preserves/contracts, and other planning applications.
- (c) Application Completeness. Application review and distribution of completeness determinations and initial determinations on level of environmental review in compliance with State law and the Permit Streamlining Act.
- (d) Staff Reports and Resolutions. Preparing staff reports for review authorities including analyzing project conformance with State law, the General Plan and other adopted plans, Ordinances, other applicable policies and codes, as well as best practices.
- (e) Conditions Preparation. Collection and preparation of project conditions of approval, including negotiation and coordination with commenting departments and agencies.
- (f) Environmental Review. Preparation of associated California Environmental Quality Act documents, including Statutory and Categorical Exemptions (including expanded exemptions for targeted projects), Initial Studies, and (Mitigated Negative Declarations).
  - i. Contract planners are expected to provide technical analysis and summaries thereof on any of the following: biotic resource assessments, cultural resources surveys, visual impact assessment, noise impact studies, traffic impact studies

and related reports, and hydrogeology studies. Reviews include verification that reports were prepared consistent with County standards and guidelines.

ii. Environmental Impact Reports (EIRs) shall be prepared with contracted environmental consultants. Project Review planners will be responsible for coordinating with outside consultants throughout the preparation of EIRs.

(g) Noticing. Coordinating with clerical teams to prepare and distribute public notice in compliance with State and County law.

(h) Public Hearings and Presentations. Preparing and delivering presentations on assigned project before review authorities that include:

- i. Board of Supervisors
- ii. Planning Commission - Decision authority over subdivisions, mining permits, and legislative policy matters.
- iii. Board of Zoning Adjustments - Decision authority over Use Permits, Zoning Variances, and Coastal Development Permits.
- iv. Design Review Committee - Decision authority over the design of significant new development projects.
- v. Project Review and Advisory Committee - Technical advisory committee and decision authority on select subdivision projects.
- vi. Landmarks Commission

(2) Condition Compliance. Ensure permitted projects are compliant with post-entitlement processing, including compliance with all planning-related project conditions and mitigation measures.

(3) Process Improvements and Internal Coordination. Meet regularly with staff on project status, implementing departmental administrative practices, and assist with process improvements as they relate to insights gained through project review functions.

(4) Policy Development. Assist with long range planning efforts including special policy projects; preparation of Specific Plans, Area Plans or General Plan and Zoning Code amendments; Ordinance development on specific topics; coastal planning; Surface Mining and Reclamation Act (SMRA) compliance; or other duties as assigned

## Section B

(1) When the County determines that services are needed, Consultant will be informed of the specific staffing needs and tasks required. The Consultant will prepare a detailed task scope and task budget proposal and negotiations will take place. Upon satisfactory conclusion of the negotiations with the selected Consultant, a task order shall be prepared defining the final scope and budget.

(a) The submitted budget proposal shall clearly state ALL of the costs associated with the project, broken down by category of products and services, and all on-going costs for recommended or required products and services, such as maintenance.

(b) The budget proposal must be broken out and include all expenses that will be charged to the County, including but not limited hourly rates for labor, software costs, software maintenance costs, implementation fees, shipping, communications, documentation reproduction, and all expenses, including travel, meal reimbursement, hotel per diems, taxes, etc. Failure to clearly identify all associated costs may be cause for rejection of the Consultant's task proposal.

(2) The consultant shall prepare a scope of work outlining how they intend to deliver on the services above as requested by Permit Sonoma or the County Administrator's Office, subject to the rates and terms in the on-call services agreement, and shall include a list of deliverables that will be submitted for each task to Permit Sonoma or the County Administrator, in coordination with the County Counsel's Office.



**Exhibit B**

**BILLING RATES**

<u>Labor Categories</u>	<u>Hourly Rate</u>
Principal in Charge	\$210
Project Manager III	\$185
Project Manager II	\$145
Project Manager I	\$125
Project Associate	\$90



Principal (Messner)	\$125
Senior Air Quality specialist	\$90
Senior transportation planner	\$90



## Exhibit C

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

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

### 1. Workers Compensation and Employers Liability Insurance

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

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

### 2. General Liability Insurance

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

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

### 3. Automobile Liability Insurance

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

### 4. Professional Liability/Errors and Omissions Insurance

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

**5. Standards for Insurance Companies**

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

**6. Documentation**

- a. The Certificate of Insurance must include the following reference: **19-20-011 e360**.
- 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.