

COUNTY OF SONOMA
AGREEMENT FOR SERVICES

This agreement (“Agreement”), dated as of _____, 2024 (“Effective Date”), is by and between the County of Sonoma, a political subdivision of the State of California, (hereinafter “County”) and Alliance Redwoods Conference Grounds (hereinafter “Grantee”).

RECITALS

WHEREAS, through funds originally approved in the County’s fiscal year 2023-2024 5th District Community Infrastructure Fund, certain funds remain available to support a pilot cultural learning center program in partnership with the Kashia Band of Pomo Indians;

WHEREAS, Grantee has applied for funding to support the campaign;

WHEREAS, County’s Board of Supervisors has determined that Grantee’s proposed use of funds will serve County and public purposes, benefit the community and economy, and will meet the social needs of the population of the county in accordance with Government Code Section 26227;

WHEREAS, Grantee has represented that it is aware of and understands the County’s requirements for funding and the terms and conditions of this Agreement; and

WHEREAS, County’s Board of Supervisors has relied on those representations in authorizing the execution of this Agreement.

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

AGREEMENT

1. Recitals

The foregoing Recitals are true and are incorporated herein by reference.

2. Funding Grant

County shall provide Grantee the total sum of \$100,000 (the “Grant”) for the Article 3 (Grant Use and Purpose) stated below.

For all services and incidental costs required hereunder, Grantee shall be paid a lump sum of \$100,000 regardless of costs incurred by the Grantee. Grantee shall not be entitled to any additional payment for any expenses incurred in completion of the work described in Article 3 (Grant Use and Purpose).

Upon completion of the work, Grantee shall submit a copy of the Notice of Completion and an invoice for payment in a form approved by County, and include documentation clearly indicating that the Grantee had expenses meeting or exceeding the \$100,000 lump sum amount and evidence that work specified under Article 3 (Grant Use and Purpose) has been satisfactorily completed.

County retains sole authority and final determination regarding the approval of invoices submitted by Grantee. Grantee shall return to County all Grant funds provided under this Agreement that are not substantiated by a County-approved invoice.

3. Grant Use and Purpose

Grant funds may only be used for the support and implementation of a pilot cultural learning and leadership program in partnership with the Kashia Band of Pomo Indians.

Grantee undertakes the project(s) at Grantee's sole risk, expense, responsibility, and election, and County shall have no responsibility for or ownership of the Grant-funded items as a result of this Agreement.

In the event Grantee does not complete efforts as described in this Agreement by the end of the term of this Agreement, Grantee shall return to County all unused Grant funds provided to Grantee under this Agreement.

4. Term

The Grant and the right to use the Grant (or any portion thereof) shall terminate should the Article 3 (Grant Use and Purpose) work not be completed and all receipts, claims, and other required documentation not be submitted to County by June 1, 2025. Notwithstanding, County, in its sole discretion, may allow for an extension of time to extend the availability of the Grant for good cause shown or other proper circumstance as determined by County.

5. Termination

At any time, with or without cause, County shall have the right in its sole discretion to terminate this Agreement by giving written notice to Grantee.

5.1. Delivery of Work Product and Final Payment Upon Termination.

In the event of termination, Grantee, 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 Grantee or Grantee'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.

6. Indemnification

Grantee 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 Grantee, that arise out of, pertain to, or relate to this Grant or to Grantee's or its agents', employees', contractors', subcontractors', or invitees' activities relating to the Grant. Grantee's obligations under this Article 6 apply whether or not there is concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Grantee's expense, subject to Grantee's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Grantee or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

Grantee shall be liable to County for any loss or damage to County property arising from or in connection with Grantee's activities relating to the Grant.

7. 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. Grantee expressly recognizes 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 Grantee to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment of this Agreement or to compensation whatsoever for the performance of any such work. Grantee further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

8. Records

Grantee agrees to keep a complete record of accounting for the project described in Article 3 (Grant Use and Purpose), and to make available and submit to audit by County all of Grantee's books, records, and financial statements upon County's request.

8.1. Ownership and Disclosure of Work Product

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

9. Authorized and Lawful Use

Grantee warrants to County that the Grant shall be expended for only those purposes authorized herein and otherwise in accordance with all applicable laws and regulations.

10. Repayment

If Grantee fails to comply with this Agreement, then Grantee shall, within 10 days of receipt of notice of such failure, return as requested to County all amounts received.

11. Compliance

Grantee is responsible for understanding and shall comply with all laws and regulations applicable to the program activities using the Grant. Grantee shall obtain and comply with all applicable permits, licenses, and regulatory requirements for any related work and all aspects thereof, including all required permissions, arrangements, and conditions with program participants.

Without limitation, to the extent Grantee uses or expends any Grant funds for any work, project, or activity constituting "public work" under applicable law (including under the California Labor Code), Grantee, and its contractors and subcontractors, shall comply with all applicable

provisions of California's Prevailing Wage Law and the Labor Code, including Sections 1720-1861, and all other related laws and regulations, regarding prevailing wages and related requirements.

For all activity constituting "public work" using any Grant funds, the following apply:

- a. Grantee and its contractors and subcontractors shall ensure that all workers who perform work are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). Two hundred dollars (\$200) shall be forfeited as penalty for each calendar day, or portion thereof, for each worker paid less than applicable prevailing wage rates. Grantee acknowledges and will comply with Labor Code section 1775.
- b. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute work, as determined by Director of the State of California Department of Industrial Relations, are deemed included herein. State prevailing wage requirements are published by the Director of the State of California Department of Industrial Relations and can be found online at www.dir.ca.gov. Prevailing wage requirements can also be found at the Sonoma County Public Infrastructure Purchasing division, located at 2300 County Center Dr., Suite A208, Santa Rosa, CA 95403. Said rates shall be posted at all public work job sites.
- c. Grantee shall post (or cause the posting of) all required notices, including those required pursuant to 8 CCR 16451, and shall make them available to any interested party upon request.
- d. Prior to commencement of work, Grantee shall contact the Division of Apprenticeship Standards. Grantee shall be responsible for compliance with Section 1777.5, 1777.6, and 1777.7 of the Labor Code and Title 8, Cal. Code of Regulations, Div. 1 Chapter 2.
- e. Contractors and subcontractors shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5.
- f. Payroll Records: All payroll record keeping, availability, certification, and confidentiality requirements set forth in Labor Code section 1776 and 8 CCR sections 16400 et seq. shall be complied with.
- g. Accurate records of the work performed, as set forth in Labor Code Section 1812, shall be maintained.
- h. All work is subject to the requirements of Title 8, Cal. Code of Regulations Div. 1, Chapter 8, Subchapter 4.5 (starting at 8 CCR §16450), including the requirement to furnish certified payroll records directly to the Labor Commissioner and otherwise in compliance with 8 CCR §16461, and is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- i. In accordance with California Labor Code section 3700, Grantee is required to secure the payment of compensation of its employees and ensure the same by subcontractors and other third parties. By signing this Agreement, Grantee certifies awareness of the provisions of Section 3700 of the California Labor Code which require every employer to

be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and certifies they will comply (or cause compliance) with such provisions before commencing any work.

- j. Eight hours labor shall constitute a legal day's work. Workers may not work more than eight hours a day or 40 hours in any one calendar week, unless compensated at not less than time and a half as set forth in Labor Code Section 1815 or as otherwise required by law. Twenty-five dollars (\$25) shall be forfeited as penalty for each worker employed in violation of the provisions of Labor Code sections 1810 et seq.
- k. With regard to every contract, subcontract or other arrangement which Grantee may make for performance of such work or labor on work, Grantee shall comply with and/or cause compliance with all requirements specified in Labor Code Sections 1776(g), 1777.5, 1810, 1813, and 1860, including all requirements to insert required provisions in subcontracts and other third party contracts including provision that the contractor or subcontractor shall pay persons performing labor or rendering service under contract or subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the Labor Code.

12. Non-Discrimination

Grantee shall comply with all applicable federal, state, and local laws, rules, and regulations regarding 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.

13. Assignment/Delegation

Grantee shall not assign, sublet, transfer or delegate any interest in or duty under this agreement without written consent of County, and no assignment shall be of any force or effect whatsoever unless and until so consented.

14. 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 C.C.P. Section 1856. No modification of this agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

15. Conflict of Interest

Grantee covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with receipt or use of the Grant. Grantee further covenants that in the receipt and use of the Grant, no person having any such interest shall be employed.

16. Statutory Compliance

Grantee agrees to comply with all applicable federal, state, and local laws, regulations, statutes, and policies 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, Grantee expressly acknowledges 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.

17. AIDS Discrimination

Grantee 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.

18. 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.

19. Method and Place of Giving Notice

All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

To County:	To Grantee:
Tina Rivera Director Administration Services Department of Health Services County of Sonoma 1450 Neotomas Avenue, Suite 200 Santa Rosa CA 95405 707-565-7901 tina.rivera@sonoma-county.org	James Blake Executive Director Alliance Redwoods Conference Grounds 6250 Bohemian Highway Occidental CA 95465 707-504-3575 caitlinb@arcg.camp

And when so addressed, shall be deemed given upon deposit in United States mail, postage prepaid. In all other instances, notices, bills, and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills, and payments are to be given by giving notice pursuant to this paragraph.

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

GRANTEE:

James Blake, Executive Director
Alliance Redwoods Conference Grounds

Dated

COUNTY OF SONOMA:

Approved:

Tina Rivera, Director
Department of Health Services

Dated

Approved as to Substance:

Division Director or Designee

Dated

Approved as to Form:

Sonoma County Counsel

Dated

Approved as to Substance:

Privacy & Security Officer or Designee

Dated