

Standard Professional Services Agreement (“PSA”)

Revision G –March 2017

AGREEMENT FOR CONSULTING SERVICES

This agreement (“Agreement”), dated as of December 19 2022 (“Effective Date”) is by and between the Sonoma County Community Development Commission, a public body corporate and politic (hereinafter “Commission”), and Applied Survey Research (hereinafter “Consultant”).

Applied Survey Research (ASR) is a nonprofit, social research corporation dedicated to helping people build better communities by collecting meaningful data, facilitating information-based planning, and developing custom strategies. The firm was founded on the principle that community improvement, initiative sustainability, and program success are closely tied to assessment needs, evaluation of community goals, and development of appropriate responses.

RECITALS

WHEREAS, Consultant represents that it is a duly qualified social research firm experienced in the preparation of Point-In-Time Homeless Census and Survey and related community assessments; and

WHEREAS, in the judgment of the Commission, it is necessary and desirable to employ the services of Consultant for the 2023 Point-In-Time Homeless Count and Survey; and

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 Commission. Consultant shall cooperate with Commission and Commission 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. Commission 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 Consultant’s work by Commission shall not operate as a waiver or release. If Commission determines that any of Consultant’s work is not in accordance with such level of competency and standard of care, Commission, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with Commission 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 Commission, 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 Commission.
- 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 Commission to be key personnel whose services were a material inducement to Commission to enter into this Agreement, and without whose services Commission 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 Commission.
- c. In the event that any of Consultant’s personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant’s control, Consultant shall be responsible for timely provision of adequately qualified replacements.

2. Payment.

For all services and incidental costs required hereunder, Consultant shall be paid a lump sum in accordance with Exhibit B, attached hereto and incorporated herein by this reference, regardless

of the number of hours or length of time necessary for Consultant to complete the services. Consultant shall not be entitled to any additional payment for any expenses incurred in completion of the services, provided, however, that total payments to Consultant shall not exceed \$ 102, 476.95, without the prior written approval of Commission. Exhibit B includes a breakdown of costs used to derive the lump sum amount, including but not limited to hourly rates, estimated travel expenses and other applicable rates.

Upon completion of the work, Consultant shall submit its bill[s] for payment in a form approved by Commission. The bill[s] shall identify the services completed and the amount charged.

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

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the Commission 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, Commission 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 Commission 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 Commission of any changes in the facts. Forms should be sent to the Commission pursuant to Article 12. To reduce the amount withheld, Consultant has the option to provide Commission with either a full or partial waiver from the State of California.

3. Term of Agreement. The term of this Agreement shall be from **December 19, 2022, to July 30, 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, Commission 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, Commission

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 Commission 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 Commission 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 Commission, 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 Commission terminates the Agreement for cause pursuant to Section 4.2, Commission shall deduct from such amount the amount of damage, if any, sustained by Commission by virtue of the breach of the Agreement by Consultant.

4.5 Authority to Terminate. The Commission's Executive Director has the authority to terminate this Agreement on behalf of the Commission.

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

6. Insurance. With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit C, which is attached hereto and incorporated herein by this reference.
7. Prosecution of Work. The execution of this Agreement shall constitute Consultant's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.
8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Commission Executive Director in a form approved by County Counsel. The Commission must authorize all other extra or changed work. 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 Commission.
9. Content Online Accessibility. Commission and County policy requires that all documents that may be published to the Web meet accessibility standards to the greatest extent possible, and utilizing available existing technologies.
 - 9.1 Standards. All consultants responsible for preparing content intended for use or publication on a Commission-managed or Commission-funded web site must comply with applicable Federal accessibility standards established by 36 C.F.R. Section 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>.
 - 9.2 Certification. Consultants must complete the Document Accessibility Certification Form attached hereto as Exhibit D which shall describe how all deliverable documents were assessed for accessibility (e.g. Microsoft Word accessibility check; Adobe Acrobat accessibility check, or other commonly accepted compliance check).
 - 9.3 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 Commission 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.

9.4 Noncompliant Materials; Obligation to Cure. Remediation of any materials that do not comply with County's Web Site Accessibility Policy shall be the responsibility of Consultant. If Commission and/or County, in its sole and absolute discretion, determines that any deliverable intended for use or publication on any Commission-managed or Commission-funded Web site does not comply with County Accessibility Standards, Commission and/or County will promptly inform Consultant in writing. Upon such notice, Consultant shall, without charge to Commission and/or County, repair or replace the non-compliant materials within such period of time as specified by Commission and/or County in writing. If the required repair or replacement is not completed within the time specified, Commission and/or County shall have the right to do any or all of the following, without prejudice to Commission and/or County's right to pursue any and all other remedies at law or in equity:

- a. Cancel any delivery or task order;
- b. Terminate this Agreement pursuant to the provisions of Article 4; and/or
- c. In the case of custom Electronic Information Technology (EIT) developed by Consultant for Commission, Commission may have any necessary changes or repairs performed by itself or by another contractor. In such event, contractor shall be liable for all expenses incurred by Commission in connection with such changes or repairs.

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

10. Representations of Consultant.

10.1. Standard of Care. Commission 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 Commission shall not operate as a waiver or release.

10.2. Status of Consultant. The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of Commission and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits Commission provides its employees. In the event Commission 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.

10.3.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 Commission.

10.4.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 Commission 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 Commission is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish Commission with proof of payment of taxes on these earnings.

10.5.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 Commission for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

10.6.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 Commission, 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 Commission disclosing Consultant's or such other person's financial interests.

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

10.8.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, religious

creed, belief or grooming, sex (including sexual orientation, gender identity, gender expression, transgender, pregnancy, childbirth, medical conditions related to pregnancy, childbirth or breast feeding), marital status, age, medical condition, physical or mental disability, genetic information, military or veteran status, or any other legally protected category or prohibited basis, including without limitation, the Commission's Non-Discrimination Policy and Executive Order 11246, Equal Employment Opportunity. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

10.9. 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.

10.10. Assignment of Rights. Consultant assigns to Commission 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 Commission 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 Commission may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of Commission. 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 Commission.

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

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

11. 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

14. Miscellaneous Provisions.

14.1. No Waiver of Breach. The waiver by Commission 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.

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

14.3. 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.

14.4. 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.

14.5. 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.

14.6. 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.

14.7. 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. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

14.8. 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.

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

15. Prosecution of Work.

1. 15.1. Authority to Proceed; Force Majeure.

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, fire 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.

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

Dated: _____	CONSULTANT By: _____ Name: Peter Connery Title: Vice President
Dated: <u>1-9-2023</u>	SONOMA COUNTY COMMUNITY DEVELOPMENT COMMISSION By: <u>Dave Kiff</u> Dave Kiff, Interim Executive Director
Dated: <u>1-9-2023</u>	CERTIFICATES OF INSURANCE ON FILE WITH AND APPROVED AS TO SUBSTANCE BY THE COMMISSION By: <u>Dave Kiff</u> Dave Kiff, Interim Executive Director
Dated: _____	APPROVED AS TO FORM By: _____ Adam Brand, Chief Deputy County Counsel

Exhibit A: Scope of Services

Purpose is to coordinate, implement and produce the report of results of the 2023 Homeless Census and Survey. This includes the following action steps:

ACTIVITIES PRIOR TO DATA COLLECTION

- Discuss / formulate work plan, timeline, and methodology, review process improvement ideas, and finalize 2023 reporting requirements
- Present project outline to stakeholders including, but not necessarily limited to, the Sonoma County Continuum of Care Board, Sonoma County Board of Supervisors, and other jurisdictions, as requested.
- Finalize street count plan, develop sub-population and geographically specific outreach targets
- Develop volunteer and homeless advisor quotas and begin recruitment campaign
- Finalize all census deployment sites and team captains

DATA COLLECTION ACTIVITIES

- Conduct census trainings
- Conduct homeless street count
- Conduct Shelter Count through coordination with local HMIS
- Conduct an adequate sample of homeless surveys but not less than 600

ACTIVITIES SUBSEQUENT TO DATA COLLECTION

- Data entry and analysis
- Report Homeless Population and Subpopulation Chart data at least 7 days prior to HUD's deadline for submission in HDX
- Draft Report, Street Census by Census Tract report (Excel), Final Survey Data Set, and Telephone Survey Data Set no more than 30 days following HDX submission
- Review jurisdictional census data results for changes and authenticate significant deltas, prior to publication of Final Report
- Final Report in .pdf form plus 10 bound hard copy reports no more than 60 days following HDX submission
- PowerPoint presentations to up to three local stakeholder groups

Exhibit B: Budget

Costs incurred on or after December 19, 2022, to perform the work included in Exhibit A of this Agreement may be reimbursed with COMMISSION funds as detailed below. Upon presentation of a verified written invoice for actual costs incurred and disbursements made and adequate written documentation of work performed, such adequacy to be determined by COMMISSION, COMMISSION shall pay CONSULTANT up to the maximum amount set forth below.

Any requested modification to the line items of this Budget shall be reviewed and approved by COMMISSION prior to the expenditures of funds detailed in the budget change. Budget modifications shall not alter the basic scope of services required.

	Proposed 2023 Budget
1. Project Management	\$4,359
2. Methodology	\$1,586
3. Geographic Coverage	\$3,696
4. Youth Count	\$4,956
5. Recruitment	\$7,501
6. Trainings	\$3,385
7. Incentives and Payments	\$17,725
8. Survey Oversight	\$3,851
10. Count Oversight	\$10,395
11. Report Production	\$28,264
12. Administrative Overhead 15%	\$11,880
Sub-total	\$97,597
COLA (5%)	\$4,880
Total	\$ 102, 476.95

PAYMENT SCHEDULE

Amount	Invoice Date Due
\$51,238.48	March 1, 2023
\$51,238.47	Upon completion; on or before July 30, 2023
\$102,476.95	Total

Exhibit C – 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.

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. Sonoma County Community Development Commission and the County of Sonoma 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 limit 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. 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.

5. Documentation

- a. The Certificate of Insurance must include the following reference: 2023 Point-In-Time Homeless Count and Survey
- 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, 2 or 3 above.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: Sonoma County Community Development Commission, 1440 Guerneville Road, 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.

6. Policy Obligations

Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

7. Material Breach

If Consultant fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Consultant, County may deduct from sums due to Consultant any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

Exhibit D: Sonoma County Community Development Commission Web Accessibility Questionnaire

Commission and County policy requires that all County websites, web content and web-based applications must be accessible to staff members and members of the public with disabilities. For more information regarding the details of this policy, please see Web Accessibility Policy, published in the County of Sonoma’s Web Standards site (<http://webstandards.sonoma-county.org/content.aspx?sid=1014&id=1300>).

Standard	Source(s)	Response
1. Rate the overall level of accessibility compliance of your website, web content or web-based application: a. Fully compliant – All content and functionality meet or exceed the criteria delineated in Section 508 and WCAG 2.0 Level AA. b. Partially compliant – Some content or functionality meet or exceed the criteria delineated in Section 508 and WCAG 2.0 Level AA while other content or functionality are only compliant to Section 508 and WCAG 2.0 Level A. c. Partially compliant – All content and functionality are fully compliant with Section 508 and WCAG 2.0 Level A. d. Partially compliant – All content and functionality are fully compliant with Section 508. e. Not compliant. Fully Compliant Response(s): a	Section 508 WCAG 2.0	
2. Does each non-text element on the page have a text equivalent via “alt” (alternative text attribute) or does the page otherwise include a meaningful description of the non-text element in the text accompanying the non-text element? a. Yes. b. Yes and no. Some non-text elements have meaningful text equivalents while others do not. c. No, none of the non-text elements have text equivalents. d. N/A. There are no non-text elements on the page. Fully Compliant Response(s): a, d	Section 508 • §1194.22 (a) WCAG 2.0 • Guideline 1.1	
3. For any multimedia content, is text captioning provided for all audible output and audible output provided for all important visual information? a. Yes. b. Yes and no. Text captioning is not provided for audible output, but audio descriptions are provided for all important visual information. c. Yes and no. Audio descriptions are not provided for all important visual information, but text captioning is provided for audible output. d. No, neither is provided. e. N/A. There is no multimedia content on the page. Fully Compliant Response(s): a, e	Section 508 • §1194.22 (b) WCAG 2.0 • Guideline 1.1 • Guideline 1.2	

Standard	Source(s)	Response
<p>4. Are all audio descriptions and text captions synchronized with their associated dynamic content?</p> <p>a. Yes, text captioning for audible output and audible output for visual information is completely synchronized with changes in the dynamic content of the page.</p> <p>b. Yes and no. Text captioning is not completely synchronized with audible output as the dynamic content of the page changes or is not provided, but the audio descriptions are synchronized to the important visual information they describe.</p> <p>c. Yes and no. Audio descriptions are not synchronized to the important visual information they describe or they are not provided, but text captioning is synchronized with the audible output as the dynamic content of the page changes.</p> <p>d. No. Both are provided but neither is synchronized.</p> <p>e. N/A. There is no multimedia content on this page.</p> <p>Fully Compliant Response(s): a, e</p>	<p>Section 508</p> <ul style="list-style-type: none"> • §1194.22 (b) <p>WCAG 2.0</p> <ul style="list-style-type: none"> • Guideline 1.2 	
<p>5. If any audio plays automatically for more than 3 seconds, is there a mechanism available to pause or stop the audio, or to control volume independently from the overall system volume?</p> <p>a. Yes, there is audio that automatically plays for more than 3 seconds and there is a mechanism available to control the volume of the audio without affecting the overall system volume.</p> <p>b. Yes, there is audio that automatically plays for more than 3 seconds and there is a mechanism available to pause or stop the audio.</p> <p>c. No. There is audio that automatically plays for more than 3 seconds but there is no mechanism to stop, pause or alter the volume without affecting the system volume.</p> <p>d. N/A. There is no automatic audio or the automatic audio plays for less than 3 seconds.</p> <p>Fully Compliant Response(s): a, b, d</p>	<p>WCAG 2.0</p> <ul style="list-style-type: none"> • Guideline 1.4 	
<p>6. Is every page capable of being understood and navigated even if users do not have the ability to identify specific colors or differentiate between colors?</p> <p>a. Yes, any use of color as to imply meaning or information is easily understood without color and sufficient contrast has been applied to assist those that have difficulty differentiating or identifying individual colors.</p> <p>b. Yes, sufficient contrast has been applied to assist those that have difficulty differentiating or identifying individual colors.</p> <p>c. Yes, any use of color as to imply meaning or information is easily understood without color.</p> <p>d. No, the page does not use color appropriately.</p> <p>Fully Compliant Response(s): a</p>	<p>Section 508</p> <ul style="list-style-type: none"> • §1194.22 (c) <p>WCAG 2.0</p> <ul style="list-style-type: none"> • Guideline 1.4 	
<p>7. If any page uses cascading style sheets (CSS)¹, is it viewable without style sheets (style sheets turned off, not supported by the browser, etc.)?</p> <p>a. Yes.</p> <p>b. No.</p> <p>c. N/A. The page does not use cascading style sheets (CSS).</p> <p>Fully Compliant Response(s): a, c</p>	<p>Section 508</p> <ul style="list-style-type: none"> • §1194.22 (d) <p>WCAG 2.0</p> <ul style="list-style-type: none"> • Guideline 1.3 	

¹ Cascading Style Sheets (CSS) can be associated a webpage in multiple ways: declared within the webpage, embedded via a separate file, or added dynamically via JavaScript.

Standard	Source(s)	Response
<p>8. If any page uses cascading style sheets (CSS)², is it designed so that it does not interfere with style sheets set by the browser?</p> <p>a. Yes, it works without interfering with style sheets set by the browser.</p> <p>b. No, it interferes with any style sheets that have been set by the browser.</p> <p>c. N/A. The page does not use cascading style sheets (CSS).</p> <p>Fully Compliant Response(s): a, c</p>	<p>WCAG 2.0</p> <ul style="list-style-type: none"> Guideline 1.3 	
<p>9. If any page includes server-side image maps, are duplicate text links provided for all links within the server-side image maps?</p> <p>a. Yes, each link in the server-side image maps is duplicated by a separate text link.</p> <p>b. Yes and no. Some of the links from the server-side image maps are duplicated in separate text links while others are not.</p> <p>c. No, redundant text links are not provided for any link from the server-side image maps.</p> <p>d. N/A. The page does not include any server-side image maps.</p> <p>Fully Compliant Response(s): a, d</p>	<p>Section 508</p> <ul style="list-style-type: none"> §1194.22 (e) 	
<p>10. If any page includes one or more client-side image maps, does each map region have a text equivalent via “alt” (alternative text attribute) or does the page otherwise include a meaningful description of the non-text element in the text accompanying it?</p> <p>a. Yes.</p> <p>b. Yes and no. Some of the non-text elements associated with the image map(s) have text equivalents or a meaningful text description, while others do not.</p> <p>c. No. None of the non-text elements associated with the image map(s) have text equivalents or meaningful text descriptions.</p> <p>d. N/A. The page does not include any client-side image maps.</p> <p>Fully Compliant Response(s): a, d</p>	<p>Section 508</p> <ul style="list-style-type: none"> §1194.22 (a) 	
<p>11. If any page includes a simple table (single level of row/column headers), are the row/column headers identified?</p> <p>a. Yes, all simple data tables have row/column headers identified and all non-data tables do not identify row/column headers.</p> <p>b. Yes and no. Some simple data tables exist but either the row or column header is not identified or some simple non-data tables exist but either the row or column header is identified.</p> <p>c. N/A. The page does not include simple tables.</p> <p>Fully Compliant Response(s): a, c</p>	<p>Section 508</p> <ul style="list-style-type: none"> §1194.22 (g) 	
<p>12. If any page includes a complex data table (2 or more logical levels of row or column headers), does each cell provide association with row and column headers?</p> <p>a. Yes, complex tables exist and each cell within the table includes identification of its row and column headers.</p> <p>b. No, complex tables exist, but some cells within the table fail to identify row and column headers.</p> <p>c. N/A. The page does not include complex data tables.</p> <p>Fully Compliant Response(s): a, c</p>	<p>Section 508</p> <ul style="list-style-type: none"> §1194.22 (h) 	
<p>13. If the page uses frames, does each frame have a title that meaningfully describes it?</p> <p>a. Yes.</p> <p>b. No.</p> <p>c. N/A. The page does not use frames.</p> <p>Fully Compliant Response(s): a, c</p>	<p>Section 508</p> <ul style="list-style-type: none"> §1194.22 (i) 	

² Cascading Style Sheets (CSS) can be associated a webpage in multiple ways: declared within the webpage, embedded via a separate file, or added dynamically via JavaScript.

Standard	Source(s)	Response
<p>14. Does any page include content (such as applets or content requiring plug-ins) that may cause the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz?</p> <p>a. Yes. b. No.</p> <p>Fully Compliant Response(s): b</p>	<p>WCAG 2.0</p> <ul style="list-style-type: none"> Guideline 2.3 	
<p>15. If the page uses scripts, such as JavaScript or scripts in Macromedia Flash content, and if the scripts affect any content displayed to the user, is there equivalent text provided by the page or the script that is accessible to a screen reader?</p> <p>a. Yes. The page contains JavaScript or Macromedia Flash content that affects the content displayed to the user, but the page or script contains equivalent text that is accessible to a screen reader. b. No. While the page contains JavaScript or Macromedia Flash content that affects the content displayed to the user, neither the page nor the script contains equivalent text that is accessible to a screen reader. c. N/A. The page does not use JavaScript or Macromedia Flash content.</p> <p>Fully Compliant Response(s): a, c</p>	<p>Section 508</p> <ul style="list-style-type: none"> §1194.22 (a) <p>WCAG 2.0</p> <ul style="list-style-type: none"> Guideline 1.1 Guideline 1.2 	
<p>16. If the web page uses applets, such as downloadable Java applets, does it also contain the same information and functionality in an accessible format?</p> <p>a. Yes, while the page uses applets, it contains the same information and functionality in an accessible format. b. No, although the page uses applets, it does not contain the same information and functionality in an accessible format. c. N/A. The page does not use any applets.</p> <p>Fully Compliant Response(s): a, c</p>	<p>Section 508</p> <ul style="list-style-type: none"> §1194.22 (a) <p>WCAG 2.0</p> <ul style="list-style-type: none"> Guideline 1.1 Guideline 1.2 	
<p>17. Is every web page capable of full functionality via only the keyboard?</p> <p>a. Yes, all functionality of the content is operable through a keyboard interface and if focus can be shifted to a component via the keyboard, then keyboard interface can also be used to shift focus away from that component. b. No, some functionality is not operable via a keyboard interface alone.</p> <p>Fully Compliant Response(s): a</p>	<p>WCAG 2.0</p> <ul style="list-style-type: none"> Guideline 2.1 	
<p>18. Is every web page designed for maximum compatibility with the current and future user agents, including assistive technologies?</p> <p>a. Yes, content implemented using markup languages, elements have complete start and end tags, elements are nested according to their specifications, elements do not contain duplicate attributes, and any IDs are unique, except where the specifications allow these features. For all <u>user interface components</u> (including but not limited to: form elements, links and components generated by scripts), the <u>name and role can be programmatically determined</u>; states, properties, and values that can be set by the user can be <u>programmatically set</u>; and notification of changes to these items is available to <u>user agents</u>, including <u>assistive technologies</u>. b. Yes and no, content implemented using markup languages, elements have complete start and end tags, elements are nested according to their specifications, elements do not contain duplicate attributes, and any IDs are unique, except where the specifications allow these features. c. Yes and no, for all <u>user interface components</u> (including but not limited to: form elements, links and components generated by scripts), the <u>name and role can be programmatically determined</u>; states, properties, and values that can be set by the user can be <u>programmatically set</u>; and notification of changes to these items is available to <u>user agents</u>, including <u>assistive technologies</u>. d. No, some content or interface components do not comply with this guideline in at least one area.</p> <p>Fully Compliant Response(s): a</p>	<p>WCAG 2.0</p> <ul style="list-style-type: none"> Guideline 4.1 	

Standard	Source(s)	Response
<p>19. If the page uses other programmatic objects (such as Flash, Shockwave, RealAudio, or RealVideo content), or otherwise requires the use of plug-ins or programmatic support for the browser, does the page include a link to the plug-in or programmatic item required for accessing the content of the page and is that plug-in or programmatic item itself accessible to people with disabilities?</p> <p>a. Yes, the page uses such programmatic objects and includes a link to the plug-ins or other items required for accessing the content of the page and those plug-ins or programmatic items are accessible to people with disabilities.</p> <p>b. Yes and no. While the page uses such programmatic objects and includes a link to the plug-ins or other items required for accessing the content of the page, those plug-ins or programmatic items are not accessible to people with disabilities.</p> <p>c. No, while the page uses such programmatic objects, it does not include a link to the plug-ins or other items required for accessing the content of the page.</p> <p>d. N/A. The page does not use such programmatic objects.</p> <p>Fully Compliant Response(s): a, d</p>	<p>Section 508</p> <ul style="list-style-type: none"> • §1194.22 (m) 	
<p>20. If the page includes links to .pdf (Adobe Acrobat's portable document format) files, were those .pdf files created in a way that is likely to maximize their accessibility for people with disabilities?</p> <p>a. Yes. While the page includes links to .pdf files, the files were converted from Microsoft Word or by scanning something into .pdf and then running them through an optical character recognition (OCR) process. The structure and tags of each document has been verified as accessible.</p> <p>b. No, the page includes links to .pdf files that were created by scanning files into .pdf and were not put through an OCR process.</p> <p>c. N/A. The page does not include any links to .pdf files.</p> <p>Fully Compliant Response(s): a, c</p>	<p>Section 508</p> <ul style="list-style-type: none"> • §1194.22 (a) • §1194.22 (c) • §1194.22 (g) • §1194.22 (h) • §1194.22 (n) <p>WCAG 2.0</p> <ul style="list-style-type: none"> • Guideline 1.1 • Guideline 1.2 	
<p>21. If the page includes one or more electronic forms that is designed for completion online, does each form permit users of assistive technology to access the information, field elements, and functionality required for completion and submission of the form including all directions and cues?</p> <p>a. Yes, the page contains one or more forms designed to be completed online.</p> <p>Each such form complies with all of the accessibility requirements that are the subject of this questionnaire and has been tested for usability by persons using assistive technologies.</p> <p>b. Yes, but... The page contains one or more forms designed to be completed online. While each such form complies with all of the accessibility requirements that are the subject of this questionnaire, one or more of them has not been tested for usability by persons using assistive technologies.</p> <p>c. Yes, but... The page contains one or more forms designed to be completed online. We have tested each of the forms using assistive technology, but we are not sure that each such form complies with all of the accessibility requirements that are the subject of this questionnaire.</p> <p>d. No. The page contains one or more forms designed to be completed online, but at least one of these forms is inaccessible to people with disabilities, at least in one respect.</p> <p>e. N/A. The page does not contain any forms designed to be completed online.</p> <p>Fully Compliant Response(s): a, e</p>	<p>Section 508</p> <ul style="list-style-type: none"> • §1194.22 (n) 	

Standard	Source(s)	Response
<p>22. If any page contains one or more forms that is designed to be completed online but that is inaccessible to people with disabilities in some respect, does the page include an alternate accessible form or a link to an alternate accessible form?</p> <p>a. Yes. While the page contains one or more forms that is designed to be completed online but that is inaccessible to people with disabilities in some respect, the page includes an alternate accessible form or a link to an alternate accessible form.</p> <p>b. No. The page contains one or more forms designed to be completed online and the page does not contain an alternate accessible form or a link to an alternate accessible form.</p> <p>c. N/A. The page does not include one or more forms that are designed to be completed online or it does include such forms, but they are accessible to people with disabilities in all respects.</p> <p>Fully Compliant Response(s): a, c</p>	<p>Section 508</p> <ul style="list-style-type: none"> • §1194.22 (a) <p>WCAG 2.0</p> <ul style="list-style-type: none"> • Guideline 1.1 	
<p>23. Are labels and instructions provided for all forms? If data validation occurs, are the errors identified and described in text?</p> <p>a. Yes.</p> <p>b. No.</p> <p>c. N/A. The page does not contain any forms designed to be completed online.</p> <p>Fully Compliant Response(s): a, c</p>	<p>WCAG 2.0</p> <ul style="list-style-type: none"> • Guideline 3.3 	
<p>24. If any page includes navigational links to other web pages within the same website, is there a link allowing users of screen readers to skip over those links?</p> <p>a. Yes.</p> <p>b. No.</p> <p>c. N/A. The page does not contain any navigational links to other web pages within the same website.</p> <p>Fully Compliant Response(s): a, c</p>	<p>Section 508</p> <ul style="list-style-type: none"> • §1194.22 (o) 	
<p>25. Is the navigation designed to assist users in finding content and determine where they are (e.g. breadcrumbs)?</p> <p>a. Yes.</p> <p>b. No.</p> <p>Fully Compliant Response(s): a</p>	<p>WCAG 2.0</p> <ul style="list-style-type: none"> • Guideline 2.4 	
<p>26. If any page requires users to respond within a fixed amount of time before the user is “timed out,” is the user alerted that he or she will be timed out and given sufficient time to indicate that more time is required before actually being timed out?</p> <p>a. Yes.</p> <p>b. Yes and no. While the page warns users that they are about to be timed out, it does not give them an option to extend the length of time that the page will be kept open.</p> <p>c. No. The page will time out users but does not provide prior warning or the ability to extend the length of time it will be kept open.</p> <p>d. N/A. The page does not “time out” users, no matter how long a page is kept open.</p> <p>Fully Compliant Response(s): a, d</p>	<p>Section 508</p> <ul style="list-style-type: none"> • §1194.22 (p) <p>WCAG 2.0</p> <ul style="list-style-type: none"> • Guideline 1.2 • Guideline 2.2 	

Standard	Source(s)	Response
<p>27. Taking into consideration your responses to the previous questions, if the reviewed page(s) likely contains barriers to access for people with disabilities, do you have an alternative text-only page that contains the same information and is updated as often as the reviewed page?</p> <p>a. Yes.</p> <p>b. Yes and no. While the page appears to contain barriers to access for people with disabilities and we have established a text-only alternate page, the text- only alternate page does not include the same information or is not updated as often as the reviewed page.</p> <p>c. No. While the page appears to contain barriers to access for people with disabilities, we do not have an alternate text-only page.</p> <p>d. N/A. The page does not appear to contain any barriers for people with disabilities, so we do not have an alternate text-only page.</p> <p>e. N/A. Even though the page does not appear to contain any barriers to access for people with disabilities, we still maintain an alternate text-only page that contains the same information and is updated as often as the reviewed page.</p> <p>Fully Compliant Response(s): a, d, e</p>	<p>Section 508</p> <ul style="list-style-type: none"> • §1194.22 (a) <p>WCAG 2.0</p> <ul style="list-style-type: none"> • Guideline 1.1 	

28. Test your page(s) for accessibility to persons with disabilities using assistive technology

- a. Describe the testing method and tools used.
- b. Describe the results of this test.

29. Describe the accessibility successes and challenges you identified during your evaluation and any plans you have for addressing any problems on these and similar pages within your website:

Responses reviewed and approved by:

Signature of department representative / Date

References

1. Section 508 Standards (<http://www.section508.gov/index.cfm?fuseAction=stdsdoc#Web>)
2. WCAG Guidelines (<http://www.w3.org/TR/WCAG/#guidelines>)
3. County of Sonoma
 - a. Web Standards (<http://webstandards.sonoma-county.org>)
 - b. Accessibility Assistance (<http://webstandards.sonoma-county.org/content.aspx?sid=1014&id=1113>)