

COUNTY OF SONOMA
AGREEMENT FOR SERVICES

This agreement (“Agreement”), dated as of July 23, 2019 (“Effective Date”), is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter “County”), and Muelrath Public Affairs, Inc. (hereinafter “Consultant”).

RECITALS

WHEREAS, Consultant represents that it is a duly qualified non-partisan strategy and communications consulting firm that specializes in helping stakeholder and public agencies design and pass voter-approved revenue measures to support quality public services and facilities, and related services; and

WHEREAS, in the judgment of the Board of Supervisors, it is necessary and desirable to use the services of Consultant for civic engagement strategies, polling, community outreach and education, feasibility analyses, and expenditure plan development.

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 (Scope of Work), attached hereto and incorporated herein by this reference (hereinafter “Exhibit A”), 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 Consultant'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 (Termination); or (d) pursue any and all other remedies at law or in equity.

1.4. Assigned Personnel

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

2. Payment

For all services and incidental costs required hereunder, Consultant shall be paid in accordance with the following terms:

2.1. Payment for Services

Consultant shall be paid in accordance with the budget set forth in Exhibit A (SOW & Budget), attached hereto and incorporated herein by this reference (hereinafter "Exhibit A"). Any remaining balance at the end of a fiscal year of this Agreement shall automatically be carried forward to the subsequent fiscal year of this Agreement, but not beyond the termination date of this Agreement. Consultant shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of 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(s) of the person(s) 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 County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by County.

2.2. Maximum Payment Obligation

In no event shall County be obligated to pay Consultant more than the total sum of \$435,000 under the terms and conditions of this Agreement.

2.3. California Franchise Tax Withhold

Pursuant to California Revenue and Taxation Code (R&TC) Section 18662, 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 California Form 587 be provided by Consultant in order for payments to be made. If Consultant is qualified, then County requires a completed California Form 590. California Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, Consultant agrees to promptly notify County of any changes in the facts. Forms should be sent to County pursuant to Article 12 (Method and Place of Giving Notice, Submitting Bills, and Making Payments). To reduce the amount withheld, Consultant has the option to provide County with either a full or partial waiver from the State of California.

2.4. Overpayment

If County overpays Consultant for any reason, Consultant agrees to return the amount of such overpayment to County, or at County's option, permit County to offset the amount of such overpayment against future payments owed to Consultant under this Agreement or any other agreement.

3. Term of Agreement

The term of this Agreement shall be from July 23, 2019 through November 22, 2019 unless terminated earlier in accordance with the provisions of Article 4 (Termination).

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 advance 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 materials and work product subject to Section 9.10 (Ownership and Disclosure of Work Product) and 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 (Termination for Cause), 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 County. In addition, the Purchasing Agent or Department Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of County.

5. Indemnification

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

6. Insurance

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

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 County Administrator may be executed by the County Administrator in a form approved by County Counsel. The Board of Supervisors or Purchasing Agent must authorize all other extra or changed work which exceeds the delegated signature authority of the Department Head. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Consultant

9.1. Standard of Care

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

9.2. Status of Consultant

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

9.3. 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.

9.4. 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.

9.5. 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.

9.6. 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.

9.7. 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 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.

9.8. 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.

9.9. Assignment of Rights

Consultant assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, and 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 party to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

9.10. Ownership and Disclosure of Work Product

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

9.11. Authority

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

10. Demand for Assurance

Each party to this Agreement undertakes the obligation that the other party'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 party may in writing demand adequate assurance of due performance, and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding 30 days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4 (Termination).

11. Assignment and Delegation

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

12. Method and Place of Giving Notice, Submitting Bills, and Making Payments

All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

To County: Terri Wright Administrative Analyst County of Sonoma 575 Administration Drive, Suite 104A 707.565.3775 Terri.Wright@sonoma-county.org	To Consultant: Rob Muelrath President & CEO Muelrath Public Affairs, Inc. 50 Old Courthouse Square, Suite 203 Santa Rosa, CA 95404
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When a notice, bill, or payment is given by a generally recognized overnight courier service, the notice, bill, or payment shall be deemed received on the next business day. When a copy of a notice, bill, or payment is sent by facsimile or email, the notice, bill, or payment shall be deemed received upon transmission as long as: (1) the original copy of the notice, bill, or payment is promptly deposited in the U.S. Mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date); (2) the sender has a written confirmation of the facsimile transmission or email; and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills, and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this Article 12.

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 party. 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 the City of 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. 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.

13.8. Survival of Terms

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

13.9. Time of Essence

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

13.10. Counterparts and Electronic Copies

The parties agree that, where applicable, this Agreement may be executed in counterparts, together which when executed by the requisite parties shall be deemed to be a complete original agreement. An electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement or counterpart, shall be deemed, and shall have the same legal force and effect as, an original document.

14. Content Online Accessibility

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.

14.1. Standards

All consultants responsible for preparing content intended for use or publication on a County-managed or County-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>.

14.2. Certification

Consultants must complete the Document Accessibility Certification Form found at <http://sonomacounty.ca.gov/Services/Webstandards/Vendor-Certification/> 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.)

14.3. Alternate Format

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

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

14.4.1. Cancel any delivery or task order;

14.4.2. Terminate this Agreement pursuant to the provisions of Article 4; and/or

14.4.3. In the case of custom EIT developed by Consultant for County, County 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 County in connection with such changes or repairs.

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

CONSULTANT:

Name, Title

Dated

COUNTY OF SONOMA:

Certificate of Insurance on File with County:

Adam Brand, Deputy County Counsel

Dated

Approved as to Substance:

Sheryl Bratton, County Administrator

Dated

Approved as to Form:

Adam Brand, Deputy County Counsel

Dated

Exhibit A
Scope of Work and Budget

MEMORANDUM

TO: TERRI WRIGHT, COUNTY OF SONOMA
FROM: ROB MUELRATH AND RYAN RABELLINO
SUBJECT: REVISED SCOPE OF WORK, TIMELINE & COST ESTIMATES FOR FIRE SERVICES
PUBLIC AWARENESS & COMMUNITY OUTREACH SERVICES
DATE: JULY 1, 2019
CC:

As a follow-up to our recent discussion, below is a revised timeline and cost estimate worksheet for your review. The information below provides a proposed scope of work, timeline to execute the proposed scope of work and a cost estimate sheet for the performance of all work by Muelrath Public Affairs, Inc. on behalf of the County of Sonoma. This has been revised to break all proposed services into phases to ensure a gradual, cost-effective approach whereby we can measure our success and next steps at each step of the way.

If the public surveys indicate the public may support a possible sales tax measure, the following timeline and scope of work assumes that the election will be held during the March 3, 2020 primary election.

Upon conclusion of the research, should a fire services initiative not appear to be viable, an internal determination can be made as to whether the community outreach and education components outlined in Phase 2 are executed, or if all further work should be halted should there be public support for other options.

The below timeline and scope of work is based on the assumption that the measure has a viable chance of passing, and the subsequent community outreach and education process in a non-persuasive, informational way leading up to the March 2020 election.

Given the fact that we may not be able to proceed until after July 23rd at the earliest and must also conclude all work no less than 88 days away from the election (meaning the decision to call an election is likely to be required by the November 19, 2019 Board of Supervisors meeting), our timeline is aggressive due to the truncated timeframe to do the outreach and all educational/informational components, but is still achievable nonetheless should the proposed scope of work and timeline meet the needs of the county and relevant stakeholder groups.

The following timeline is based on completing the scope of work between July 23, 2019 and November 22, 2019, at which time the Board of Supervisors will have provided direction on any future endeavors that may follow a community outreach and education program.

Month of July 2019

- Contingent on Board of Supervisors' approval on July 23rd, reconvene with the county to finalize contract/begin work.

Month of August 2019

- Review results from public opinion survey at the beginning of the month.
 - Upon completion of the poll, presentation of results and compilation of cross-tab information, analyze polling results and work with County to refine and formalize community outreach plan based on the public's input and desired goals.
- Develop list of community stakeholder groups, including but not limited to public safety organizations, business, labor and community groups & non-profits.
- Analyze polling results to identify the public's input and desired goals.
 - Programs or services that the public supports.
 - Competing issues (i.e. other tax measures that may be on the same ballot).
 - Favorability among half or quarter-cent sales tax measures, and how each may impact programs or services to be offered by initiative should it be placed to ballot and enacted by voters.
 - Initial awareness and how education/information may positively impact favorability among voters.
 - Identify specific issues or items to highlight as part of outreach and education initiative.
- Work with County Counsel to begin drafting initial informational flier or brochure in anticipation of stakeholder meetings.
- Work with County Counsel to begin drafting content that can be added to County website for the purposes of digital information-sharing and education.
- Begin drafting PowerPoint presentation and FAQ sheet that may be used to continue to meet with the public to obtain guidance.

Month of September 2019

- Conduct focus groups to continue to obtain an understanding of the public's goals and the options favored by the public.
 - Work with County Counsel to use information gathered from meetings to refine informational brochure/website materials as needed.

END PHASE 1 – THE FOLLOWING WILL BE EXECUTED UPON ACTIVATION OF PHASE 2

- Work with County Counsel to finalize PowerPoint presentation and FAQ sheet that may be used to continue to hold public gatherings and listen to public's input and educate the public about the current needs and options.
- Work with County Counsel to finalize informational brochure and print for use with stakeholders/community meeting participants.
- Begin meetings with stakeholders to solicit their feedback and secure their support of a potential fire services initiative in the March 2020 primary election.
- Work with County Counsel to finalize website content on the County's website.
- Work with County Counsel to draft and prepare countywide direct mail informational flier.

Month of October 2019

- Work with County Counsel to finalize, print and mail first countywide direct flier informational flier at the beginning of the month and continue to seek public input.
- Work with County Counsel to draft second, direct mail informational flier and develop educational and informational summary of the public's input for the County's website.

- Continue meetings with stakeholders to solicit their feedback to consider if they support a potential fire services initiative in the March 2020 primary election or if the stakeholders prefer other options.

Month of November 2019

- At the beginning of the month, finalize, print and mail second countywide direct mail informational flier.
- Within two weeks of sending out second direct mail informational flier conduct tracking survey to gauge whether the public would support a sales tax initiative or if the public prefers other options (complete before the week of Thanksgiving – **will only be conducted if county agrees to Phase 3 services**).
- Review feedback from community leaders, stakeholder groups, community members/voters to refine plans if needed and collaborate with County Counsel on any items that may be necessary leading up to vote authorizing election in March 2020.
- Work with County Counsel to revisit ballot question proposed in survey to refine based on community and stakeholder sentiments.
 - Coordinate with County staff to present the public's desired options and if there is public support for a ballot initiative, present the proposed ballot initiative to the Board of Supervisors for consideration to determine if the Board supports this
- If there is public support for a proposed ballot initiative, aim have proposed initiative considered by the Board of Supervisors at the November 19, 2019 meeting
 - Work with County Counsel to update web material and PDF versions of print material to incorporate and reflect the Board's direction.

As the county embarks upon a potential community outreach and education initiative, Rob Muelrath and Ryan Rabellino will be the primary points of contact on behalf of Muelrath Public Affairs, Inc. Rob can be reached at (707) 542-4078 x201 or rob@muelrathpublicaffairs.com. Ryan can be reached at (707) 542-4078 x202 or ryan@muelrathpublicaffairs.com.

Cost Summary	Estimated Costs
Phase 1 Services: Professional Fees	
Muelrath Public Affairs, Inc. - Fire Services Education and Information Initiative (\$7,500/month x 3 Months for Phase 1 Services)	\$22,500
Total: Phase 1 Professional Fees	\$22,500
Phase 1 Services: Research	
Focus Groups	\$25,000
Total: Phase 1 Research	\$25,000
Phase 2 Add-On Services: Educational/Informational Initiative	
Muelrath Public Affairs, Inc. - Fire Services Education and Information Initiative (\$7,500/month x 2 Months for Phase 2 Services)	\$15,000
Informational Mailer Flier #1 (design, print and mail)	\$110,000
Informational Mailer Flier #2 (design, print and mail)	\$110,000
Design content that can be added to County website for the purposes of digital information-sharing and education (optional)	\$130,000
Design and printing informational brochure for stakeholder/community meetings	\$2,500
Total Add-On Services: Educational/Informational Initiative	\$367,500
Phase 3 Add-On Services: Research	
Tracking Survey	\$15,000
Total Add-On Services: Phase 3 Research	\$15,000
Miscellaneous or Ancillary Expenditures	
Uncategorized expenses incurred as a result of performance of services not proposed as part of initial scope of work and timeline (unforeseen printing, web or other needs that may arise -- will secure approval before moving forward on any uncategorized/miscellaneous expense)	\$5,000
Total: Miscellaneous or Ancillary Expenditures	\$5,000
NOT-TO-EXCEED TOTAL for All Services	
\$435,000	
¹ The above budget outlines the total costs (\$435,000) that will be incurred if polling results are positive and the county elects to proceed with Phase 2 and Phase 3 services and decide to purchase those proposed add-on services.	
² If the county elects not to proceed with Phases 2 and 3, the contract will be terminated after Phase 1 and the total costs will be \$47,500 plus reasonable expenses (miscellaneous reasonable expenses will be sent to the county for approval and is noted above within the miscellaneous or ancillary expenditures line item).	

Exhibit B
Insurance Requirements
(Template 3 – Rev 2018 Sep 13)

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.
- e. 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 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. 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.

- b. The name and **address** for Additional Insured endorsements and Certificates of Insurance is:

County of Sonoma, its Officers, Agents, and Employees

Attn: Name

Address

Santa Rosa CA 9540x

Email:

- c. 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.
- d. 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.
- e. 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.