

**ATTACHMENT 1**

**PROFESSIONAL SERVICES AGREEMENT**

This agreement ("Agreement"), effective upon the date of execution ("Effective Date") is by and between the Sonoma County Agricultural Preservation and Open Space District, a California special district (hereinafter "District"), and Provisio Partners Illinois LTD, a Illinois corporation (hereinafter "Consultant").

**RECITALS**

WHEREAS, Consultant represents that it is a duly qualified software consultant who is a verified Salesforce partner with expertise in grants management platforms, program-management solutions, intake and referral portals, and data strategies; and

WHEREAS, in the judgment of the General Manager of the District, it is necessary and desirable to employ the services of Consultant to customize, implement and integrate an organization-wide system within Ag and Open Space’s existing Salesforce environment to modernize and streamline grants management, conservation easement applications and landowner use requests, which will include integration with LOCATE, Esri ArcGIS, and Ag + Open Space’s existing technology system;

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 8, 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 District. Consultant shall cooperate with District and District staff in the performance of all work hereunder. Consultant shall coordinate the work with the District’s Project Lead, per the contact information and mailing addresses below:

<b>DISTRICT PROJECT LEAD</b>	<b>CONSULTANT PROJECT LEAD</b>
Name: Carly Cabrera	Name: Nikki Smith
Address: 747 Mendocino Avenue – Suite 100 Santa Rosa, CA 95401	Address: 325 N Wells Street, Suite 100 Chicago, IL 60654
Phone: 707-565-4611	Phone: (312) 724-8228
Email: Carly.Cabrera@sonomacounty.gov	Email: nikki.smith@provisiopartners.com

## ATTACHMENT 1

**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. District has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by District shall not operate as a waiver or release. If District determines that any of Consultant's work is not in accordance with such level of competency and standard of care, District, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with District 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 5; 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 District, 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 District.
- 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 District to be key personnel whose services were a material inducement to District to enter into this Agreement, and without whose services District 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 District.
- 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:

For all services and incidental costs required hereunder, Consultant shall be paid Two Hundred Twenty-One Thousand Five Hundred Dollars (\$221,500.00) through installment payments by



## ATTACHMENT 1

747 Mendocino Avenue  
Santa Rosa, CA 95401

Invoices may be electronically submitted to: [aposd.ap@sonoma-county.org](mailto:aposd.ap@sonoma-county.org)

TO CONSULTANT: Proviso Partners Illinois, LTD  
325 N Wells Street, Suite 100  
Chicago, IL 60654  
Email: [nikki.smith@provisiopartners.com](mailto:nikki.smith@provisiopartners.com)  
Phone: (312) 724-8228

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

4. Term of Agreement. The term of this Agreement shall be from Effective Date and expire on April 30, 2028 unless terminated earlier in accordance with the provisions of Article 5 below.

### 5. Termination.

5.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, District shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Consultant.

5.2 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, District may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

5.3 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 District 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

## ATTACHMENT 1

submit to District an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

5.4 Payment Upon Termination. Upon termination of this Agreement by District, 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 District terminates the Agreement for cause pursuant to Section 5.2, District shall deduct from such amount the amount of damage, if any, sustained by District by virtue of the breach of the Agreement by Consultant.

5.5 Authority to Terminate. The Board of Directors of the Sonoma County Agricultural Preservation and Open Space District has the authority to terminate this Agreement on behalf of the District. In addition, the General Manager, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the District.

6. Indemnification. Consultant agrees to accept all responsibility for loss or damage to any person or entity, including District, and to indemnify, hold harmless, and release District, 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 District 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 District's part, but to the extent required by law, excluding liability due to District's conduct. District 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.

7. 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 B, which is attached hereto and incorporated herein by this reference.

## ATTACHMENT 1

8. 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.

9. 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 General Manager in a form approved by County Counsel. The District's Board of Directors must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, District 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 District.

### 10. Representations of Consultant.

10.1 Standard of Care. District 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 District 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 District and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits District provides its employees. In the event District exercises its right to terminate this Agreement pursuant to Article 5, 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

## ATTACHMENT 1

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 District.

### 10.4 Representation, Warranty and Responsibility as to Data Security

- a. Data Security: Consultant shall preserve, and shall ensure that its sub-consultants or vendors preserve, the confidentiality, integrity, and availability of District data with administrative, technical and physical measures that conform to generally recognized industry standards and best practices that the selected firm then applies to its own processing environment. Maintenance of a secure processing environment includes, but is not limited to, the timely application of patches, fixes and updates to operating systems and applications as provided by Consultant and/or its sub-consultants or vendors. Consultant agrees to, and shall ensure that its sub-consultants or vendors, comply with District's current and future information security policies, standards, procedures, and guidelines.
- b. Encryption Requirements: Consultant shall encrypt, and shall ensure that its sub-consultants or vendors encrypt, confidential information whether the data is in transit, or at rest, including but not limited to Personally Identifiable Information (PII) or Protected Health Information (e.g. PHI, ePHI).
- c. Security Breach: Consultant shall comply, and shall ensure that its sub-consultants or vendors comply, with all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information (PII) or protected health information (e.g. PHI, ePHI) or other event requiring notification. In the event of a breach, or other event requiring notification under applicable law, Consultant shall:
  - i. Notify District by telephone and e-mail within twenty-four (24) hours of any suspected or actual breach of security, intrusion, or unauthorized use or disclosure of information of which Consultant or its agents become aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations.
  - ii. Assume responsibility for informing all such individuals in accordance with applicable federal or state laws or regulations.
  - iii. Pursuant to Article 6 of the Agreement, provide indemnity and other protection as specified therein.

## ATTACHMENT 1

- d. Request to Audit: Consultant will accommodate and upon reasonable notice by District, work with District and/or its subcontractors to submit to a random information security audit. This is to ensure that the consultants and/or vendor's information security practices or standards comply with District's information security policies, standards, procedures and guidelines. Consultant shall ensure that its sub-consultants or vendors comply with this requirement.
- e. Cyber Risk Insurance Requirements: Consultant shall include, and shall ensure that its sub-consultants or vendors include, cyber risk insurance requirements in compliance with District's Risk Management standards.

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

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

10.7 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 District, 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 District disclosing Consultant's or such other person's financial interests.

10.8 Statutory Compliance/Living Wage Ordinance. Consultant agrees to comply, and to ensure compliance by its subconsultants or subconsultants, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Consultant expressly acknowledges and agrees that this Agreement may be subject to the provisions of Article

## ATTACHMENT 1

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.

**10.9 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 of Sonoma's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

**10.10 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.

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

**10.12 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 District. District 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 District all such documents, which have not already been provided to District in such form or format, as District deems appropriate. Such documents shall be and will remain the property of District without restriction or limitation. Consultant may retain copies of the above-described documents but agrees not to disclose or discuss any

## ATTACHMENT 1

information gathered, discovered, or generated in any way through this Agreement without the express written permission of District.

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

11. Content Online Accessibility. District policy requires that all documents that may be published to the Web meet accessibility standards to the greatest extent possible and utilize available existing technologies.

11.1 Standards. All consultants responsible for preparing content intended for use or publication on a District-managed or District-funded web sites 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://sonomacounty.ca.gov/CAO/Administrative-Policies/9-3-Website-Accessibility-Policy/>.

11.2 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 District 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.

11.3 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 District, in its sole and absolute discretion, determines that any deliverable intended for use or publication on any District-managed or District-funded Web site does not comply with County Accessibility Standards, District will promptly inform Consultant in writing. Upon such notice, Consultant shall, without charge to District, repair or replace the non-compliant materials within such period of time as specified by District in writing. If the required repair or replacement is not completed within the time specified, District shall have the right to do any or all of the following, without prejudice to District'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 5; and/or
- c. In the case of custom EIT developed by Consultant for District, District may have any necessary changes or repairs performed by itself or by another contractor. In

## ATTACHMENT 1

such event, contractor shall be liable for all expenses incurred by District in connection with such changes or repairs.

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

12. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. 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 District's right to terminate this Agreement pursuant to Article 5.

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

### 14. Miscellaneous Provisions.

14.1 No Waiver of Breach. The waiver by District 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 District 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

## ATTACHMENT 1

District 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.

**14.10. Counterpart; Electronic Signatures.** The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially-available digital and/or electronic signature software or other electronic signature method in compliance with



**ATTACHMENT 1**

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

CONSULTANT: Consultant Business Name.

SONOMA COUNTY AGRICULTURAL  
PRESERVATION AND OPEN SPACE DISTRICT

By: \_\_\_\_\_  
Travis Bloomfield,  
Chief Executive Officer

By: \_\_\_\_\_  
Misti Arias,  
General Manager

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

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

APPROVED AS TO FORM FOR DISTRICT:

By: \_\_\_\_\_  
Luke Bowman,  
County Counsel

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

APPROVED AS TO SUBSTANCE FOR DISTRICT:

By: \_\_\_\_\_  
Amy Ricard,  
Community Resources Manager

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

CERTIFICATES OF INSURANCE ON  
FILE WITH THE DISTRICT:

By: \_\_\_\_\_  
Sara Ortiz,  
Administrative Aide

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

# ATTACHMENT 1

## Exhibit A

### Scope of Work: Enterprise Systems Modernization & Efficiency Implementation

#### 1 | SOLUTION ARCHITECTURE

##### **Core Platform: Custom-Built Outbound Grants Management System**

Provisio will build a custom Grants Management System within the County's existing Service Cloud environment. This approach offers flexibility, seamless integration compatibility, cost efficiency, and scalability, leveraging existing Salesforce Service Cloud licenses.

A. The custom-built core will include:

- i. Account & Contact Management
  - Leverage existing Business Account-Contact Data Model (organizations as Accounts, individuals as Contacts)
  - Minor adjustments to existing NPSP configuration for grant-specific record types
  - Page layouts optimized for Organizations, Land Trusts, Grant Applicants, and Conservation Partners
- ii. Outbound Grant Management (Grants Awarded by the District)
  - Funds Management tracking
  - Funding Opportunity Management
  - Funding Request Management leveraging NPSP Outbound Funds Module
  - Application review workflows with standard Review object
  - Award administration
  - Award amendments tracking
  - Reporting requirements management with standard Requirements object
  - Disbursement tracking with standard Disbursement object
  - Compliance monitoring and site visit management
- iii. Task Management
  - Ad-hoc standard task creation
  - 1 simple Flow to automate creation of up to 10 tasks
- iv. Reports and Dashboards
  - Up to 10 custom reports for grant portfolio tracking, compliance, and financial summaries
  - 2 executive dashboards with key performance indicators

## ATTACHMENT 1

- User training on creating additional ad-hoc reports and dashboards

### B. Experience Cloud Implementation

Deploying one Experience Cloud portal with three distinct application types to support different external user needs. Configuration of 1 Experience Cloud Site with minimal branding (logo, County/Ag + Open Space color schemes) and authenticated user login with role-based access controls.

#### i. Grantseeking Activities Application

- Browse and view available funding opportunities
- Submit funding applications with document upload
- Save application progress and submit when complete
- View awards, amendments, and disbursements
- Access reporting requirements and submit reports with supporting documentation
- Automated deadline reminders for opportunities and reporting

#### ii. Conservation Easement Application

- MVP build based on a reduced field set from the original CE Application (fields limited to: Primary Contact Name, Contact Role, Mailing Address, Phone Number, Alternate Phone Number, Email Address, Interest in Ag + Open Space, Property Name, Assessor Parcel Numbers, Site Address, and Acreage). Up to 5 additional fields can be included as needed.
- Screen Flow to present the Conservation Easement Application *form* to the user
- Automatic creation of a Conservation Easement Application *record* upon form submission
- Automatic email notification to the Acquisition Team upon form submission
- Ability for applicant to view submission history and status

#### iii. Land Owner Use Request Application

- Screen Flow to present the Land Owner Use Request Application *form* to the user, replicating all fields from the existing PDF form
- Automatic creation of a Land Owner Use Request *record* upon form submission
- Automatic email notification to the Stewardship Team upon form submission
- Ability for applicant to view submission history and status

#### iv. Portal Communications:

## ATTACHMENT 1

- Standard Chatter feature enabled for posts, comments, @mentions on applications, awards, and reporting requirements
- Secure communication between District staff and external users

### C. Integration Strategy

Integration architecture connects Salesforce with existing technology ecosystem:

#### i. Esri ArcGIS Integration (Bi-Directional API)

- Direction: Bi-directional API integration
- Data Flow: ~5 fields from ArcGIS → Salesforce, 4 fields from Salesforce → ArcGIS
- Map Embedding: Maps with layers embedded via iframe on up to 2 objects
- Authentication: Single sign-on (SSO) for secure access
- Purpose: Maintains synchronized spatial data, enabling geographic analysis in ArcGIS while providing location context within Salesforce grant records

#### ii. LOCATE Integration and Data Migration

- Scope: Extraction and analysis of existing LOCATE Conservation Project data
- Data Mapping: Alignment to the new GMS data model
- Refactoring: Existing LOCATE Conservation Project object refactored to reference Custom GM objects (Funding Requests, Awards, etc.)
- Migration: Legacy grant data from LOCATE to new GMS objects (grant-related LOCATE data only)
- Purpose: Preserves institutional knowledge from LOCATE while transitioning to Salesforce as the primary grants management platform

#### iii. SSO Integration

- SSO configuration within Salesforce using the County's designated Identity Provider (e.g., Microsoft Entra ID)
- Support for internal and external user authentication in coordination with County IT.

## 2 | SCOPE GUARDRAILS (MAXIMUM QUANTITIES)

To ensure predictable project delivery and cost management, the following guardrails define the

**Maximum Quantity**

## ATTACHMENT 1

maximum scope included in this recommendation: **Component**

Custom Objects	15 custom objects
Custom Fields (total across all objects)	200 custom fields
Record Types	10 record types
Flows/Process Automation	10 flows
Approval Processes	3 approval processes
Custom Reports	10 custom reports
Dashboards	2 dashboards
Email Templates	10 email templates
Experience Cloud Portal	1 portal site
Portal Applications/Pages	3 distinct applications
Data Migration Objects	Grant-related LOCATE data only

### 3 | DELIVERY APPROACH

Provisio will deliver a streamlined, configuration-first implementation model tailored to Sonoma County Ag + Open Space's refined priorities.

Building on the structured methodology outlined in this SOW reflects a more focused delivery approach emphasizing Land Use Requests and Conservation Easement workflows, while right-sizing the internal grant-received management components.

#### Phase 1 – Initiation (Weeks 1-2)

Objective: Establish alignment, governance, and implementation readiness.

Activities include:

- Confirm refined scope and success criteria
- Validate priorities (Land Use Requests, CE Applications, streamlined grant tracking)
- Establish governance cadence and communication plan
- Finalize detailed project schedule and milestone plan

Deliverables:

- Approved Project Plan
- Approved Milestone Plan
- Approved Discovery Session Schedule

#### Phase 2 – Discovery + Design (Weeks 3-6)

Objective: Translate business processes into structured solution design.

Activities include:

- Targeted process workshops (4–6 focused sessions)
- Refine internal and external user roles
- Confirm portal journeys and submission flows
- Confirm LOCATE alignment approach

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- Confirm ArcGIS integration specifications
- Define automation boundaries (notifications, reminders, validations)

Deliverables:

- Confirmed Backlog
- Approved Solution Design
- Confirmed Data & Integration Mapping

### **Phase 3 – Build + Integrations (Weeks 7-16)**

Objective: Configure and integrate the solution using declarative Salesforce tooling.

Activities include:

- Configure grant and land use management objects
- Replace grant-related LOCATE fields with structured lookups
- Configure Experience Cloud portal
- Build Screen Flows for:
  - Land Use Requests
  - Conservation Easement Applications
  - Community Spaces Matching Grant Program Applications
- Implement light automation
- Configure defined two-way LOCATE synchronization
- Implement ArcGIS integration and embedded maps

This phase prioritizes:

- Declarative tools (Flows, Validation Rules, Roll-ups)
- Minimal custom development
- Maintainability by County staff post go-live

Deliverable:

- Configuration Complete Milestone

### **Phase 4 – Testing + Training (Weeks 17-19)**

Objective: Validate functionality and prepare users for transition.

Activities include:

- System testing and integration validation
- Structured User Acceptance Testing (UAT)
- Defect remediation and stabilization
- Role-based training sessions:
  - Super User training
  - End-user training sessions
  - Delivery of training materials

Deliverables:

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- UAT Sign-Off
- Training Completion

### Phase 5 – Deploy + Hypercare (Weeks 20-21)

Objective: Transition to production and stabilize.

Activities include:

- Production deployment
- Final data validation
- Access and permission verification
- Two-week hypercare support window
  - Issue resolution
  - Minor refinements
  - User coaching

Following hypercare, the system transitions to standard operational governance, with optional ongoing support available under separate agreement.

### Delivery Principles

- Configuration over customization
- Lean, blended team model
- Controlled integration scope
- Rapid decision cycles
- Designed for long-term County maintainability

This phased delivery structure ensures a focused, efficient implementation aligned to Sonoma County Ag + Open Space’s refined priorities while maintaining scalability for future enhancements.

## 4 | TIMELINE AND PRICING

Component	Duration	Investment
Initiation & Contract Execution	2 weeks	\$50,00.00
Discovery & Design Approval	4 weeks	\$42,875.00 (25% of remaining balance)
Build & Integrations Complete	10 weeks	\$85,750 (50% of remaining balance)
Testing & Training Complete	3 weeks	\$25,725 (15% of remaining balance)
Deployment & Hypercare	2 weeks	\$17,150 (10% of remaining balance)
<b>TOTAL INVESTMENT</b>	<b>21 Weeks</b>	<b>\$221,500.00</b>

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This structure allows Ag + Open Space to allocate approximately \$50,000 within the current fiscal year, with remaining balance in FY 2026–2027.

### Example Timeline

For planning purposes, a tentative engagement approach would be to target a project kick-off the week of Monday, May 4, 2026, with an estimated duration of approximately 21 weeks. This proposed timeline would account for four observed federal holidays (Memorial Day (May 25), Juneteenth (June 19), Independence Day (July 4), and Labor Day (September 7)) which would be treated as non-working days within the project calendar.

Under this scenario, the team would target a system go-live on or around September 21, 2026, contingent upon the timely completion of all implementation, configuration, testing, and training milestones. A two-week hypercare period would follow, running through approximately October 2, 2026, during which elevated support would be available to help ensure system stability and a smooth transition to steady-state operations. Final timeline and milestone dates would be confirmed and mutually agreed upon during project kick-off.

### 5 | CONFIRMED SCOPE SUMMARY

- The following scope elements are confirmed and included:
- Configuration within existing Salesforce Sales Cloud + NPSP org
- Implementation of outbound Grant Management lifecycle (details above)
- LOCATE Conservation Project object alignment
- Standard Experience Cloud configuration for External Portal supporting: Grant Applicants (Community Spaces Matching Grant Program), Landowner Use Requests, and Conservation Easement Applications (three distinct external user journeys)
- ArcGIS integration (bi-directional defined field sync + embedded maps)
- Configuration of approximately 10 custom reports and 2 dashboards
- User training and knowledge transfer: Two (2) Super User training sessions and up to two (2) additional 60–90 minute end-user training sessions, plus delivery of training materials
- Go-live support + two (2) weeks of hypercare

### 6 | PROJECT ASSUMPTIONS

- The following are a list of assumptions for the implementation:
- Client SME availability minimum 6–8 hours per week
- Existing Salesforce org remains stable during project
- Structured LOCATE data available for field mapping
- ArcGIS integration limited to defined mapped fields and embedded map functionality described in this BAFO for internal staff use

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- Licensing (Experience Cloud, required add-ons) procured prior to build phase
- No major policy or grant structure redesign mid-project
- Provisio will use a declarative configuration (Flows, Validation Rules, Roll-ups) first approach
- Automations limited to status notifications, light assignment automation, reminder automation for reporting requirements

### 7 | EXPLICIT EXCLUSIONS

- Experience Cloud Portal branding beyond logo and colors
- Custom code unless required and mutually approved
- Complex approval routing engines
- Advanced workflow automation beyond defined scope
- Additional integrations beyond ArcGIS, LOCATE, and SSO
- Ongoing ArcGIS enhancement beyond defined sync
- Major data cleansing or restructuring of LOCATE
- Mobile app development
- Managed services post go-live (will require a separate agreement)

## ATTACHMENT 1

### Exhibit B Insurance Requirements

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

District 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.

#### 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.

#### 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, District 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 \$100,000 it must be approved in advance by District. Consultant is responsible for any deductible or self-insured retention and shall fund it upon District's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in

## ATTACHMENT 1

any action involving the District.

- d. Sonoma County Agricultural Preservation and Open Space District, 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. Certificate of Insurance.

### Automobile Liability Insurance

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

### Professional Liability/Errors and Omissions Insurance

Minimum Limit: \$1,000,000 per claim or per occurrence.

Any deductible or self-insured retention shall be shown on the Certificate of Insurance.

If the deductible or self-insured retention exceeds \$100,000 it must be approved in advance by District.

If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.

Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

Required Evidence of Insurance: Certificate of Insurance specifying the limits and the claims-made retroactive date.

### Technology Errors and Omissions Insurance:

## ATTACHMENT 1

- a. Minimum Limit: \$2,000,000 per claim or per occurrence, \$2,000,000.00 aggregate.
- b. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Consultant in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs (including notification costs), regulatory fines and penalties as well as credit monitoring expenses.
- c. The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the District in the care, custody, or control of the Consultant. If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity
- d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- e. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- f. Required Evidence of Insurance: Certificate of Insurance specifying the limits and the claims-made retroactive date.

### 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.

### Documentation

- a. The Certificate of Insurance must include the following reference: **Contract 1621 Software Implementation**
- 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 District for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
- c. The name and address for Additional Insured endorsements and Certificates of

## ATTACHMENT 1

Insurance is: Sonoma County Agricultural Preservation and Open Space District, its officers, agents and employees, 747 Mendocino Avenue, Suite 100, Santa Rosa, CA 95401 .

- 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.

### Policy Obligations

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

### 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. District, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, District may purchase the required insurance, and without further notice to Consultant, District may deduct from sums due to Consultant any premium costs advanced by District for such insurance. These remedies shall be in addition to any other remedies available to District.