

Standard Professional Services Agreement (“PSA”)

Revision G – October 2021

AGREEMENT FOR CONSULTING SERVICES

This agreement ("Agreement"), dated as of May 06, 2025 (“Effective Date”) is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and The Justice Collective (hereinafter "Consultant").

R E C I T A L S

WHEREAS, Consultant represents that it is a duly qualified social impact consulting firm, experienced in the preparation of organizational assessments with a racial equity lens and related services; and

WHEREAS, in the judgment of the Office of Equity, it is necessary and desirable to employ the services of Consultant for an assessment of the Sonoma County Boards and Commissions.

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

A G R E E M E N T

1. Scope of Services.

1.1 Consultant's Specified Services.

Consultant shall perform the services described in Exhibit “A,” attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibit “A” and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit “A”, the provisions in the body of this Agreement shall control.

1.2 Cooperation With County. Consultant shall cooperate with County and County staff in the performance of all work hereunder.

1.3 Performance Standard. Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor’s work by County shall not operate as a waiver or release. If County determines that any of Consultant's work is not in accordance with such level of

competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with County to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

- a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from County.
- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County. With respect to performance under this Agreement, Consultant shall employ the following key personnel:

- Lena Carew, Principal Consultant and Engagement Lead
- Meher K. Singh, Research Analyst
- Austin James, Project Manager
- Gaby Estrada, Stakeholder Translation and Interpretation Support
- Matthew J. Melendrez, SME Advisor

- 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.

Consultant shall be paid for each task as performed as set out in the scope and budget set forth below on a lump-sum basis for each task completed. Total payments to Consultant shall not exceed \$179,623, without the prior written approval of County. \$179,623, is the maximum amount payable based upon this Agreement and is not a lump-sum payment amount for performance of the entire Agreement. Consultant shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the budgeted amount for each completed task; and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

Timeframes for performance as set forth in the Scope of Work are for reference and description of the period of such performance only. Any item of work included in the Scope of Work that has not been fully performed upon the submission of a monthly bill shall not be payable until full completion of such task item.

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

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Consultant does not qualify, County requires that a completed and signed Form 587 be provided by the Consultant in order for payments to be made. If Consultant is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the Consultant agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Consultant has the option to provide County with either a full or partial waiver from the State of California.

3. Term of Agreement. The term of this Agreement shall be from May 06, 2025 to December 06, 2026, unless terminated earlier in accordance with the provisions of Article 4 below.
4. Termination.

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

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

4.3 Delivery of Work Product and Final Payment Upon Termination.

In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to County all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by County, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Consultant.

4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or Office of Equity Department Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification. Consultant agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to Consultant's or its agents', employees', contractors', subcontractors', or invitees' 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 Section apply whether or not there is concurrent or contributory negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. 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 B, which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work. The execution of this Agreement shall constitute Consultant's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not exceed the delegated signature authority of the Department Head and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors must authorize all other extra or changed work. 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, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

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

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

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

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

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

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

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

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

9.10 Assignment of Rights. Consultant assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are

not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

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

9.12 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'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 County's right to terminate this Agreement pursuant to Article 4.

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, 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:

Melissa Valle
Director
Office of Equity
111 Santa Rosa Ave, Suite 202,
Santa Rosa, CA 95404

TO: CONSULTANT:

The Justice Collective
1423 Broadway #1146
Oakland, CA 94612

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.

13. Miscellaneous Provisions.

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

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

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

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

13.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the

breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

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

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

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

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

13.10. 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 the U.S. federal ESIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing party agrees to have conducted this transaction and to execution of this Agreement by electronic means.

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

CONSULTANT: _____

By: _____
Name: _____
Title: _____
Date: _____

COUNTY: COUNTY OF SONOMA

CERTIFICATES OF
INSURANCE REVIEWED, ON
FILE, AND APPROVED AS TO
SUBSTANCE FOR COUNTY:

By: _____
Department Director or Designee
Date: _____

APPROVED AS TO FORM FOR
COUNTY:

By: _____
County Counsel

Date: _____

EXECUTED BY:

By: _____
Department Director

Date: _____

By: _____
Chair, Board of Supervisors

Date: _____

ATTEST:

Clerk of the Board of Supervisors

Exhibit A			
Sonoma County Office of Equity Scope of Work and Budget			
Purpose: The Justice Collective team will conduct an assessment on Sonoma County Boards and Commissions with County Project Staff that will yield, among others, recommended compensation and meeting policies as well as identify the infrastructure needed to implement the recommended policies.			
Phase A: Internal Project Planning and Coordination and Needs Assessment			Total Phase A: \$52,249.50
Project activities that support the identified deliverable	Deliverables	Timeline	Cost
A.1 Consultant conducts overhead project coordination and logistics including: establishing points of contacts as well as coordinate and schedule recurring meetings with OOE. Consultant will also schedule, draft agendas, take meeting notes, and facilitate weekly check-ins with OOE project team to go over tasks and timelines. Consultant will create a shared folder for organizing all materials related to the project and share with OOE.	Consultant sets and coordinates a project cadance of operation. Sets and facilitates weekly 30-minute meetings with OOE and captures meeting notes, and maintains link to shared folder with OOE.	May 2025	\$14,403.67
A.2 Consultant will schedule and conduct a project kick-off meeting with OOE project team to: Present project team and roles and responsibilities, project agreements, discuss project plan and timeline, and creates a project plan tracker (for OOE review).	Consultant holds kick-off meeting, delivers finalized project plan, and project plan tracker for OOE approval.	May 2025	\$7,201.83
A.3 Consultant will conduct research, review, and analyze comparable jurisdictions to understand success, struggles, and promising practices. The Consultant will review policies, practices, and budget related to efforts to diversify and enhance the membership of their Boards and Commissions, including best policies and practices for compensation, public meetings, and childcare. List of comparable jurisdictions to be reviewed and approved by OOE. Consultant will write a draft comparable jurisdictions memo to compile findings for OOE review and feedback. Consultant will present and discuss findings with OOE.	Consultant presents and delivers: (1) List of comparable jurisdiction to be researched for OOE approval. (2) Draft memo of comparable jurisdictions for OOE to provide feedback.	May/June- 2025	\$6,107.25
A.4 Consultant to finalize comparable jurisdictions memo based on OOE feedback. Consultant will present final memo at OOE-TJC weekly meeting for OOE review.	Consultant presents and delivers final comparable jurisdiction memo for OOE approval.	May/June- 2025	\$2,035.75
A.5 Consultant will identify a primary and secondary point of contact for each Board and Commission and create an updated inventory and directory of existing Boards and Commissions for OOE review.	Consultant delivers an updated inventory and directory of existing Boards and Commissions for OOE approval.	May/June- 2025	\$4,522.00
A.6 Consultant will conduct research on existing processes and capabilities (internal landscape analysis) across Boards and Commissions to learn about existing assets and challenges and identify resources to leverage in the design of policy recommendations. Information collected will include: (1) Current compensation policies and practices, budget, including their rationale, implementation, and impact. (2) Assess existing policies for public meetings, including provisions for childcare, food, language access, and the time/place of meetings. Consultant will draft email communications for Boards, collect the information requested, conduct email follow-ups as needed, and organize all documents collected via Google Drive.	Consultant delivers all documents collected to OOE via shared drive.	June/July- 2025	\$11,033.00
current capacity across Boards and Commissions. Consultant will write a draft internal landscape analysis memo to compile findings for OOE review and feedback. Consultant will present and discuss findings with OOE.	Consultant presents and delivers a draft of internal landscape analysis memo for OOE to provide feedback.	July 2025	\$5,209.50
A.8 Consultant to finalize landscape analysis memo based on OOE feedback. Consultant will present final internal landscape analysis memo at OOE-TJC weekly meeting for OOE review.	Consultant presents and delivers a final internal landscape analysis memo to the OOE.	July 2025	\$1,736.50
Phase B: Data Collection (Quantative- Equity Survey)			Total Phase B: 33,076.50
Project activities that support the identified goal and objectives	Deliverables	Timeline	Cost
B.1 Consultant will meet with OOE to host a 3-hour Research Planning workshop for phase two of the project, focused on the following: stakeholder mapping, quantitative and qualitative research design.	Consultant delivers 3-hour Research Planning workshop with OOE staff.	May 2025	\$15,874.50
B.2 Meet with OOE to gain clarity on various dimensions to be measured with equity survey to Boards and Commissions and define success. The survey will yield baseline information on the demographic makeup of current commissioners (UDIP), as well as key operational practices and challenges, including recruitment, member selection, activity level, stipends, and demographic data collection practices. Consultant drafts equity survey based on OOE input and develops a distribution plan, for OOE review.	Consultant presents and delivers a first draft of equity survey and drafts distribution plan for OOE to provide feedback.	July 2025	\$2,429.00
B.3 Consultant will incorporate OOE feedback to finalize equity survey. Consultant will present final equity survey at OOE-TJC weekly meeting for OOE review.	Consultant delivers final equity survey and distribution plan for OOE approval.	July 2025	\$1,250.00
B.4 Consultant will distribute survey via methods outlined in the planning phase (2A.1).	Consultant distributes survey to Boards and Commissions	August 2025	\$3,893.00
B.5 Consultant will review, analyze, and synthesize survey responses. Consultant will write a draft survey memo to compile findings for OOE review. Consultant will present and discuss draft memo to OOE.	Consultant presents and delivers a first draft of memo survey for OOE feedback.	September 2025	\$6,695.00
B.6 Consultant will finalize survey memo based on OOE feedback. Consultant will present final survey memo for OOE review.	Consultant presents and delivers a final survey memo with findings for OOE approval.	September 2025	\$2,935.00
Phase C: Data Collection (Qualitative- Focus Groups)			Phase C: \$51,138

Project activities that support the identified goal and objectives	Deliverables	Timeline	Cost
C.1 Consultant will meet with OOE project team to plan coordination for 5 focus groups. The goal of the focus groups is to better understand the challenges and opportunities of participating or serving on the Boards and Commissions. Communities of focus are to be identified by applying culturally responsive design to the margins lense. Consultant will develop a criteria for selecting communities of focus. OOE project team will work with consultant to identify communities of focus to participate in the focus groups. Consultant will create a work plan for holding focus groups including data sharing, transcribing, meeting location, and other logistics.	Consultant delivers a criteria for identifying communities of focus. Consultant delivers a work plan for focus group, for OOE approval.	September 2025	\$7,200.00
C.2 Consultant will meet with the OOE project team to discuss questions to be answered by the focus group participants as well as co-create a draft culturally responsive focus group guide (that includes focus group questions). Consultant co-creates and presents a draft focus group guide for OOE review.	Consultant presents and delivers a draft focus group guide for OOE and stakeholder feedback.	September 2025	\$2,400.00
C.3 Consultant will coordinate and convene with key Individuals to review draft focus group guide and incorporate necessary feedback. Consultant will finalize focus group guide based on stakeholder and OOE feedback. Consultant will present final focus group guide for OOE review.	Consultant delivers a final focus group guide for OOE approval.	September 2025	\$4,500.00
C.4 Consultant will coordinate and facilitate five focus groups and tailor the focus group guide as we move through the different focus groups (as needed). Consultant will provide email communications and follow up as needed in preparation for focus groups. Consultant will take meeting notes that include emerging themes via a 1-pager. Three focus groups will be held virtually, and two focus groups will be held in person.	Consultant conducts five focus groups and sends OOE emerging themes via 1-pager.	October 2025	\$12,450.00
C.5 Consultant will meet with OOE team to define intended outcomes of interviews and plan coordination for 10 interviews. The goal of the interviews is to better understand the challenges and opportunities of participating or serving on the Boards and Commissions and gain a deeper understanding of the initial findings from the focus groups conducted. Interview participants are to be identified by applying culturally responsive design to the margins lense. Consultant will develop a criteria for selecting interview participants. The OOE project team will work with consultant to identify interview participants. Consultant will create a work plan for holding interviews including data sharing, transcribing, translation, interpretation, meeting location, and other logistics.	Consultant delivers a criteria for identifying communities of focus. Consultant delivers a work plan for interviews, for OOE approval.	October 2025	\$8,605.80
C.6 Consultant will meet with the OOE project team to discuss interview questions to be answered by participants as well as co-create a draft culturally responsive interview guide (that includes interview questions). Consultant creates and presents a draft interview group guide for OOE review.	Consultant presents and delivers a draft interview guide for OOE to provide feedback.	October 2025	\$2,458.80
C.7 Consultant will finalize interview guide based on OOE feedback. Consultant will present final interview guide (In Spanish and English if needed) for OOE review.	Consultant delivers a final interview guide for OOE approval.	October 2025	\$1,229.40
C.8 Consultant will coordinate and facilitate 10 interviews and provide translation and interpretation as needed. Consultant will provide email communications and follow up as needed in preparation for focus groups. Consultant will take meeting notes and draft and present a 1-pager of emerging themes for OOE review.	Consultant conducts 10 interviews. Consultant will also present and deliever OOE emerging themes via 1-pager for OOE approval.	November 2025	\$12,294.00
Phase D: Develop recommendations for Boards and Commissions (Making meaning + Reporting+ Reflection and Revision)			
			Total Phase D: \$38,659
Project activities that support the identified goal and objectives	Deliverables	Timeline	Cost
D.1 Consultant will meet with OOE to host a virtual planning workshop focused on the following: Initial recommendations review, funding and resource models to inform the fiscal impact proposal, stakeholder review and feedback, and planning.	Consultant delivers planning workshop with OOE staff.	November 2025	\$9,664.75
D.2 Consultant will analyze and synthesize findings gathered in phases one and two and draft a comprehensive report. The draft report will include findings and initial recommendations to respond to current challenges and opportunities.	Consultant presents and delivers a draft report for OOE to provide feedback.	December 2025	\$3,470.06
D.3 Consultant will incorporate OOE feedback into draft report. Consultant will share revised report for OOE review.	Consultant delivers a revised report for OOE approval.	December 2025	\$1,156.69
D.4 Consultant will utilize all data gathered to develop draft recommendations and draft policies for stakeholder feedback, along with fiscal impact. Policies will include compensation and meeting policies (recruitment, member selection, activity level, stipends, and demographic data collection practices, etc). Consultant will also develop an overarching implementation proposal to successfully implement recommendations with actionable steps. Proposal will include identification of any Boards and Commissions restructuring needs, relating to bodies where the Board of Supervisors has the authority to implement changes, including: - A plan to work with relevant stakeholders to evaluate the next steps, as needed; - A proposed funding and resource recommendation to enhance the overall infrastructure and support system for County of Sonoma Boards and Commissions, including mechanisms to gather and respond to input from stakeholders as it relates to participating in Boards and Commissions	Consultant presents and delivers version one of recommended compensation and meeting policies (among others) for OOE approval in an appropriate format to present to stakeholders. Consultant delivers draft implementation proposal and powerpoint.	December/January 2025	\$6,862.50
D.5 Consultant will finalize proposal (that includes recommendations) based on OOE feedback. Consultant will present present final proposal (Powerpoint) for OOE review.	Consultant presents and delivers final proposal (and Powerpoint) for OOE approval.	December 2025 /January 2026	\$2,287.50

D.6 Consultant will meet with OOE to plan for walk-through meeting with each of the five Board of Supervisors (BOS) and creates a reflection session guide (with questions to prompt the BOS) for a 30-minute meeting with each of Board of Supervisors to gather their feedback and answer questions as it relates to version two of the recommendations and policies and fiscal impacts. Consultant drafts agenda and tailors proposal PowerPoint as appropriate.	Consultant presents and delivers BOS reflection session guide for OOE approval.	February 2026	\$2,700.00
D.7 Consultant will draft version two of recommendations based on BOS feedback. Consultant will present revised recommendations and policies for OOE review, including fiscal analysis for stakeholder feedback.	Consultant presents and delivers revised draft of recommended compensation and meeting policies (among others) for OOE feedback.	February 2026	\$933.75
D.8 Consultant will meet with the OOE to plan reflection sessions with stakeholders where version two of the recommendations and policies will be shared fo feedback on draft recommendations and policies. Consultant will create a work plan for reflection sessions including data sharing, transcribing, meeting location, translation and interpretation (as needed) and other logistics.	Consultant presents and delivers a work plan for reflection sessions for stakeholders for OOE approval .	March 2026	\$933.75
D.9 Consultant will meet with the OOE project team to discuss questions to be answered by the reflection session participants as well as co-create a draft culturally responsive reflection session facilitator guide (that includes guiding questions and prompts). Consultant co-creates and presents a reflection session guide for OOE review. Once reflection session guide is approved by OOE, the guide will be translated to Spanish.	Consultant presents and delivers a reflection session guide for OOE approval.	March 2026	\$2,250.00
D.10 Consultant will coordinate and facilitate ~3 reflection sessions. Consultant will provide email communications and follow up as needed in preparation for reflection session. Consultant will take meeting notes that includes details around feedback about draft recommendations and policies. Consultant delivers feedback recieved from stakeholders to OOE via a 1-pager. Two reflection sessions will be held virtually, and 1 reflection session will be held in person.	Consultant conducts 3 reflection sessions and delivers a 1-pager based on feedback received.	March 2026	\$4,200.00
D.11 Consultant will develop version three of recommendations and policies based on reflection session feedback from stakeholders. Consultant will present version three of recommendations for OOE review.	Consultant presents and delivers version three of recommendations and policies for OOE approval, building upon what was completed on objective 3.2.	April/May 2026	\$1,400.00
D.12 Consultant will finalize version three of recommendations based on stakeholder feedback. Consultant will present final recommendations and policies for OOE review, including fiscal analysis.	Consultant presents and delivers final recommendations and policies for OOE approval.	April/May 2026	\$1,400.00
D.13 Consultant will finalize report (drafted on item 3.2) and proposal (3.3) based on all information collected and presents to OOE.	Consultant presents and delivers final report and implementation proposal.	April/May 2026	\$1,400.00
Phase E- Ongoing Support			Total Phase E: \$4,500
Project activities that support the identified goal and objectives	Deliverables	Timeline	Cost
E. 1 Up to ten advising hours offered to OOE staff.	Consultant provides advising hours.	May 2025- December 2026	\$4,500.00
Total Phase A - Phase E			\$179,623.00

Exhibit B

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

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

1. Workers Compensation and Employers Liability Insurance

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

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

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000 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, Agendas 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.

3. Automobile Liability Insurance

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

4. Professional Liability/Errors and Omissions Insurance

- a.** Minimum Limit: \$1,000,000 per claim or per occurrence.
- b.** 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 County.
- c.** If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d.** 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.
- e. Required Evidence of Insurance:** Certificate of Insurance specifying the limits and the claims-made retroactive date.

5. Standards for Insurance Companies

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

6. Documentation

- a.** The Certificate of Insurance must include the following reference: Professional Services Agreement for an assessment of the Sonoma County Boards and Commissions.
- b.** All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
 - c.** The name and address for Additional Insured endorsements and Certificates of Insurance is: Attn: Office of Equity, 111 Santa Rosa Ave, Suite 202, Santa Rosa, CA 95404.
- d.** Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e.** Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f.** Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

7. Policy Obligations

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

8. Material Breach

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