AGREEMENT FOR SERVICES

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 California Indian Museum and Cultural Center, a California nonprofit corporation (hereinafter "Consultant").

R E C I T A L S

WHEREAS, Consultant represents that it is a duly qualified consultant, experienced in school field trips, interpretive hikes, tours, workshops, and other public outings, and related services; and

WHEREAS, in the judgment of the General Manager of the District, it is necessary and desirable to employ the services of Consultant for assistance with agricultural and conservation education programs and outings – including but not limited to school field trips, thematic interpretive hikes, tours, and workshops - on various District properties.

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 Section 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. A requirement of all Scopes of Work is to include first-aid supplies and equipment at every outing or educational programming event.

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:

DISTRICT PROJECT LEAD	**CONSULTANT**
Name: Irma Cuevas	Name: Nicole Lim
Address: 747 Mendocino Avenue – Suite 100	Address: 5250 Aero Dr
Santa Rosa, CA 95401	Santa Rosa, CA 95403
Phone: 707-565-3426	Phone: (707) 579-3004
Email: Irma.cuevas@sonomacounty.gov	Email: cimccdirector@gmail.com

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 Consultants' representation of its professional ability and training as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by 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 to District; (c) terminate this Agreement pursuant to the provisions of Section 4; or (d) pursue any and all other remedies at law or in equity.

Without limitation to the foregoing, to the extent Consultant or any of its officials, contractors, agents, or invitees for performance or activities under this Agreement engage with minors, Consultant shall ensure compliance with all background check, monitoring, and minor safety protocols required under applicable laws and otherwise in accordance with all best practices for persons working with minors.

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 and with or without cause, 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, who have complied with all applicable laws, and 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: Consultant shall be paid on a time and material/expense basis in accordance with the budget and rate sheet set forth in Exhibit B, attached hereto and incorporated herein by reference, provided, however, that total payments to Consultant for the term of the contract shall not exceed Seventy-Six Thousand Dollars ($76,000) without

the prior written approval of District. Total payments to Consultant for the second year of the contract (July 1, 2027 – June 30, 2028) shall not exceed Twenty-Five Thousand Five Hundred Dollars ($25,500). Total payments to Consultant for the third year of the contract (through June 30, 2029) shall not exceed Fifty Thousand Five Hundred Dollars ($50,500). Three months prior to the commencement of each fiscal year covered by this Agreement, Consultant shall submit to District for District's approval a proposed budget for the upcoming fiscal year. Changes to planned outings and/or educational programming may be executed by contacting the District and receiving written approval.

Consultant shall submit its invoices in arrears on a monthly basis in a form supplied by the District included in this Agreement as Exhibit C. A detailed progress report that adheres to the guidelines provided by the Community Relations Assistant will be submitted with each invoice. Expenses not expressly authorized by the Agreement shall not be reimbursed. A comprehensive list of approved expenses in included in this Agreement as Exhibit D. The invoices shall show or include, at a minimum, the following information:

- Name of Project: Public Outings & Youth Education Program
- District Contract Number: 1629
- Copies of all subconsultant/subcontractor invoices, if any
- A narrative description of the task(s) performed tied directly to the costs, including the property name and project identification
- Data gathered through program sign-in forms, including number of people served (youth and adults), number of project hours, and additional demographic information
- The date and time (in quarter hours) of the services performed
- The hourly rate or rates of the persons performing the task
- Copies of receipts for reimbursable materials/expenses, if any, and
- Any other information requested by the District

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

Pursuant to California Revenue and Taxation Code Section 18662, the District 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 as any of the foregoing, District requires that a completed and signed Form 587 be provided by the Consultant in order for payments to be made. If Consultant is qualified as any of the foregoing, then the District 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 contained therein. By signing Form 587 or Form 590, the Consultant agrees to promptly

notify the District in writing of any changes in the facts contained therein. Forms shall be sent to the District pursuant to Section 12. To reduce the amount withheld, Consultant shall provide District with a determination letter from the State of California expressly allowing reduced withholding.

3. Term of Agreement. The term of this Agreement shall be from the date of execution to June 30, 2029 unless terminated earlier in accordance with the provisions of Section 4. The District, at its option, shall have the right to extend the Term of the Agreement for two additional one-year periods by providing notice to Contractor.

4. Termination.

4.1 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 five (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, District 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 fourteen (14) days following the date of termination, shall deliver to District all materials and work product subject to Section 9.10 (Ownership and Disclosure of Work Product) and shall submit to District an invoice with the information required by Section 2.

4.4 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 expenses 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 4.2, 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.

4.5 Authority to Terminate. The District's Board of Directors has the authority to terminate this Agreement on behalf of the District. In addition, the District's General Manager, in consultation with District Counsel, shall have the authority to terminate this Agreement on behalf of the District.

5. Indemnification. Consultant agrees to accept all responsibility for loss or damage to any person or entity, including District, and to defend, 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 5 apply whether or not there is concurrent 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.

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 E, 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. Modifications to Agreement. Extra or changed work or other modifications to this Agreement shall not be effective unless and until such change is evidenced by a writing 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 District's General Manager in a form approved by District Counsel. The District's Board of Directors must authorize all other modifications to this Agreement. 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.

9. Representations of Consultant.

9.1 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.

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 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 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 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 defend, 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 earnings under this Agreement.

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

9.5 Conflict of Interest. Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall do work under this Agreement for Consultant. 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 for Consultant to complete and file a "Statement of Economic Interest" with District disclosing Consultant's or such other person's financial interests.

9.6 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.

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

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

9.9 Assignment of Rights. Consultant assigns to 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.

9.10 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of 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 information gathered, discovered, or generated in any way through this Agreement without the express written permission of District.

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

9.12 Subcontracts. Consultant shall require all subcontractors to enter into an agreement which shall provide to District all the same rights and protections as set forth in this Agreement at Section 9 (Representations of Consultant), Section 6 (Insurance), and Section 5 (Indemnity), so as to require all such subcontractors to indemnify and defend District to

the full extent of Consultant's indemnity and defense obligations.

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 Section 10 limits District's right to terminate this Agreement pursuant to Section 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 Invoices and Making Payments. All notices, invoices, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, invoices, and payments shall be addressed as follows:

TO DISTRICT:
Sonoma County Agricultural Preservation
and Open Space District
747 Mendocino Avenue
Santa Rosa, CA 95401
Phone: 707-565-7366

Invoices may be electronically submitted to: aposd.ap@sonoma-county.org

TO CONSULTANT:
California Indian Museum and Cultural Center
5250 Aero Drive
Santa Rosa, CA 95403
Phone: (707) 579-3004

When a notice, invoice, or payment is given by a generally recognized overnight courier service, the notice, invoice or payment shall be deemed received on the next business day. When a copy of a notice, invoice, or payment is sent by facsimile or email, the notice, invoice, or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, invoice, 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, invoices 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. District's choice not to exercise, or delay in exercising, any right, power or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof. Waiver by District of a breach of any provision of this Agreement must be in writing and shall not operate or be construed as a waiver of any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2 Construction and Severability. 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 District 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.

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

CONSULTANT: CALIFORNIA INDIAN MUSUEM AND CULTURAL CENTER

By:_____
Nicole Lim,
Executive Director

Date: _____

SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

By:_____
Misti Arias,
General Manager

Date: _____

APPROVED AS TO SUBSTANCE FOR DISTRICT:

By: _____
Amy Ricard,
Community Resources Manager

Date: _____

APPROVED AS TO FORM BY:

By: _____
Aldo Mercado, County Counsel

CERTIFICATES OF INSURANCE ON FILE WITH THE DISTRICT:

By: _____
Sara Ortiz, Administrative Aide

Date: _____

Exhibit A
Scope of Work

Public Outings

To advance Ag + Open Space's goal of fostering public understanding and stewardship of Sonoma County's agricultural and open space lands, CIMCC proposes to host 5 outings focused on Native youth through our Being with Bears Program. These one-day events (up to eight hours) will provide accessible, place-based and creative programming to engage Native youth, ages 10 to 20, with Tribal cultural educators, a bear conservationist, and older peers to teach them about bear conservation on Ag + Open Space lands. Up to 20 Native youth will engage in this annual cultural and conservation program, which expanded in 2025 into a nine-month initiative incorporating both bear and sea otter (kelp grizzly) conservation and offering up to 72 hours of hands-on instruction. In collaboration with coastal Tribes and nonprofit partners, youth explore ecological relationships across inland and coastal landscapes. In 2025, a partnership with the Alliance for Felix Cove enabled an overnight kayaking experience in Miwok ancestral territory, while collaboration with Pepperwood Preserve trained youth in wildlife camera installation and monitoring. Additional partners—including the California Academy of Sciences, North Bay Bear Collaborative, Sonoma County Wildlife Rescue Center, Sonoma County Regional Parks, and the Oakland Zoo—expanded youth exposure to conservation careers and applied science. We are currently planning year 6 of the program.

The outings will deepen the youth's understanding of their tribal cultures' relationships with bears and otters and the impacts of climate change on our reciprocal communities, and model braided Native and western science stewardship approaches to protect these relatives. The program goal is consonant with Ag+ Open Space's goal to inspire current and next generation conservation leaders. Programming will also increase the youth's awareness of how Native communities and Ag + Open Space can work both independently and collaboratively to conserve, restore, and responsibly manage Sonoma County's agricultural and open space resources for present and future generations and the wellness and protection of bears and sea otters.

Through these outings, participants will experience the following.

- Engage in hands-on learning about bears and sea otters in Ag + Open Space lands. Activities: use scat analysis, tracking, and observation to learn about black bear and sea otter habitats and movements through riparian corridors, engage in cultural arts related to bears and sea otters.
- Participate in guided walks with Tribal Cultural Educators and a Bear Conservationist to understand the intersection of Native foods and bear and otter foods and how they are stewarded using tribal environmental knowledge and how they are being impacted by climate change. Activities: see and experience demonstrations of Native land stewardship practices, learn about seasonal harvesting cycles of native foods, biodiversity, clean water, and climate adaptation.

Site Selection

CIMCC envisions rotating the outings between different AG+Open Space lands each year to foster increased accessibility for Native youth throughout the County and to highlight Ag + Open Space's commitments to conserving Healthy Communities, Water, and Wildlands. Sites for the ***Being with Bears*** outings will be thoughtfully selected in collaboration with Ag + Open Space, Tribal partners, and land managers to ensure alignment with Ag + Open Space's guiding principles and conservation priorities. Priority will be given to privately owned and permanently protected agricultural and open space lands that have bear and sea otter presence and demonstrate the interconnected benefits of Native and non-Native land conservation in working food systems, biodiversity, and climate resilience in Sonoma County.

Site selection decisions will be informed by the best available ecological, cultural, and land-management information to maximize educational value pertaining to conservation relevance and stewardship outcomes. By featuring select, protected lands and their associated partnerships, the outings will communicate the benefits of

Ag + Open Space's use of taxpayer investments to support long-term stewardship of conserved landscapes.

CIMCC will work closely with a diverse group of collaborators—including Tribes, Ag + Open Space staff, community organizations, and Tribal land stewards and leaders—to ensure that the sites selected for the outings are culturally appropriate, accessible, and reflective of equitable and inclusive land conservation strategies.

Through this collaborative and transparent site selection process, the outings will engage the Native youth in meaningful learning experiences that reinforce Ag + Open Space's commitment to permanently protecting Sonoma County's most important agricultural and open space resources and prepare them to be Native land stewards.

Potential sites include Saddle Mountain Open Space Preserve, Hood Mountain Regional Park and Open Space, North Sonoma Mountain Regional Park and Open Space, Mark West Wikiup Preserve, and Kashia Coastal Reserve.

Key Messaging and Communications

CIMCC will use its website, social media sites, descriptions of the outings, handouts at the outings, and other methods to communicate key messaging with the audience of focus and the general public. The ***Being with Bears*** outings will align their messaging about the critical importance of bear and sea otter habitats and how Native stewardship helps revitalize traditional food systems that support our human, bear, and sea otter communities and support climate resilience with Ag + Open Space's vision for a connected network of conserved lands supporting resilient human and natural communities. We will also align with key messages in committed to community, our conservation values, and What land conservation means to you. Here are some examples of aligned messaging that can be promoted to support our mutual goals and also consider Ag + Open Space's DEI objectives.

- The California Indian Museum and Cultural Center and Ag + Open Space share the community's vision that conserving our land is essential to keeping Sonoma County beautiful, healthy, and thriving. Native stewardship + conservation secures resilience for our human and bear communities while fostering the inclusion of Native leadership in land management.
- Conserving our natural and working lands plays a key role in mitigating and adapting to climate change. By providing corridors for bears to move between different environments in search of food sources impacted by climate change this conservation facilitates positive bear and human relationships.
- Ecosystems are networks of living things that rely on and support a diversity of habitats, plants, and animals to function properly; and provide clean air and water, pollination of plants, pest control, and many other benefits. Native stewardship is founded on traditional ecological knowledge and cultural values. Partnerships that center reciprocity, our living principle of mutual, respectful, and balanced care for our interconnected natural world and shared responsibilities, will foster connection to place for everyone who is lucky to call Sonoma County their home.

Increases in participant understanding and agreement with the key messages in relation to Ag + Open Space's mission will be collected during evaluation to demonstrate the impact of the key messages on participants. Our messaging will also emphasize that the free outings are funded by the tax payers of Sonoma County, a very important component of the work.

Data and Evaluation

To evaluate the success and impact of the outings, CIMCC will use a mixed-methods evaluation approach designed to assess reach, accessibility, participant experience, and learning outcomes. The evaluation will address the following key questions:

- Did the outings reach the intended audience and meet participation objectives?
- Were the outings accessible and welcoming for the intended audience?

- Did participants demonstrate increased understanding of and support for Ag + Open Space's mission and guiding principles?
- Did participants demonstrate increased understanding of and support for Native traditional food systems, stewardship principles, and cultural protocols?
- Did participants demonstrate increased understanding of the benefits of reciprocal stewardship partnerships among Native communities, land managers, and the broader public?

Both quantitative and qualitative data will be collected to capture participation levels, audience characteristics, and changes in participant knowledge, attitudes, and perspectives.
Participation will be documented through registration records and outing sign-in sheets, which will provide attendance counts for each outing. Limited demographic information collected via hard-copy sign-in sheets—including general location within Sonoma County, age range, and racial/ethnic identity—will be used to assess the extent to which the outings reached diverse Native audiences and the priority community of Native youth. Participant email addresses collected during registration will be used to distribute a brief post-outing outcomes survey. The survey will include a combination of Likert-scale, rating, and open-ended questions to assess participants' experiences, perceived accessibility of the outings, and self-reported changes in understanding related to land conservation, Native stewardship practices, and cross-community partnerships. The survey will also solicit participant feedback on how future outings could be made more effective, inclusive, and accessible.

In addition, CIMCC will incorporate a Photovoice evaluation activity at the conclusion of the outings to capture qualitative feedback. Photovoice is a participatory evaluation method that enables participants— particularly those from historically marginalized or underserved communities—to document their perspectives through photography and short narratives. Our program specialists will prompt participants will select questions about the outings and the Native youth will respond by taking photographs with their
cell phones or cameras and creating Photovoice storyboards. For example, a prompt may ask participants to "share how conserving land contributes to helping bears move through different environments to find food sources." This approach allows participants to express learning and reflection in accessible, creative, and culturally responsive ways. Moreover, the results can be shared with the public on CIMCC's website to encourage engagement with Ag + Open Space if appropriate.

Scope of Work

CIMCC will implement the following scope of work annually to meet Ag + Open Space requirements, but may adjust the planning and field implementation timeline to allow for aligning the ***Being with Bears*** outings with Native seasonal stewardship cycles and bear and sea otter movements through different environments.

Basic Task 1 – Planning (annually over 2 years July 1, 2027 to June 30, 2029)					
Activities	**Persons Responsible**	**7/1 to 9/30**	**10/1 to 12/31**	**1/1 to 3/31**	**4/1 to 6/30**
Determine site criteria. Collaborate to identify and engage sites, especially privately held lands conserved by Ag + Open Space, determine the accessibility concerns and opportunities associated with each one to choose sites with maximum access. Collaborate to address accessibility concerns as needed.	Project Director Project Specialist Land Owners Ag + Open Space	X	X		

Collaborate to design, review, and revise outing approach and learning goals and objectives, agenda, presentations, and hands-on learning experiences suitable for a the audience of focus.	Project Director, Project Specialist, Tribal Cultural Educators & Leaders	X	X		
Work with Ag + Open Space to select and align messaging in program content. Create messaging collateral for diverse communication channels and distribute messaging after review and approval by Ag + Open Space.	Project Director Project Outreach Coordinator	X	X		
Develop outing registration materials in appropriate registration systems.	Project Outreach Coordinator	X	X		

Attend quarterly meetings to facilitate cross consultant collaboration on messaging and outcomes with Ag + Open Space.	Project Director	X	X	X	X
Provide quarterly program calendar as applicable to Ag + Open Space.	Project Outreach Coordinator	X	X	X	X
Track staff time and produce invoices.	Project Financial Coordinator	X	X	X	X
Basic Task 2 – Field Implementation (annually over 2 years July 1, 2027 to June 30, 2029)					
Activities	**Persons Responsible**	**7/1 to 9/30**	**10/1 to 12/31**	**1/1 to 3/31**	**4/1 to 6/30**
Administer outing registration materials and manage registrations using selected system. Follow-up with registrants that have accommodation needs.	Project Outreach Coordinator		X	X	
Produce waivers and file with Ag + Open Space. Duplicate outing informational handouts and waivers. Procure waivers from participants.	Project Director Event Intern			X	
Procure outing supplies.	Project Specialist			X	
Acquire or renew CPR certification.	Project Specialist, Project Associate			X	
Schedule Tribal Cultural Educators, Bear Conservationist, property landowners (as applicable)	Project Specialist Tribal Cultural Educators, Bear Conservationist Leaders			X	

Set up, conduct, and evaluate outings.	Project Director Project Specialist Project Outreach Coordinator Project Associate Tribal Cultural Educators, Bear Conservationist Landowners/Ag + Open Space			X	X
Track staff time and produce invoices.	Project Financial Coordinator		X	X	X
Basic Task 3: Evaluation and Administration (annually over 2 years July 1, 2027 to June 30, 2029)					
Activities	**Persons Responsible**	**7/1 to 9/30**	**10/1 to 12/31**	**1/1 to 3/31**	**4/1 to 6/30**
Attend Ag + Open Space Contractor Training. Track staff time and provide receipts for all non-personnel expenses with monthly invoices. Submit monthly invoices. Maintain project records.	Project Financial Coordinator Project Director	X	X	X	X
Refine evaluation approach. Develop data collection tools, protocols, and management system. Report on outcomes. Adjust outings accordingly.	Project Director Project Specialist	X	X	X	X
Produce annual report and attend project review meeting with Community Relations Assistant.	Project Director Project Specialist				X
Follow branding guidelines to co-brand all messaging and outreach materials. Circulate to Ag + Open Space for review and approval.	Project Outreach Coordinator	X	X	X	X
Gather and share emails from public outings with Ag + Open Space.	Project Outreach Coordinator	X	X	X	X

<u>Outing Accessibility</u>

CIMCC will implement an intentional, equity-centered site selection and participant registration process to ensure outings are as broadly accessible as possible for Native youth. As the outings will feature guided walks led by Tribal Cultural Educators. Because some Educators are elders and/or have mobility limitations or other physical access needs, CIMCC will conduct advance assessments of each potential site's infrastructure, terrain, elevation changes, and safety conditions. These accessibility considerations will be evaluated alongside the cultural, ecological, wildlife, agricultural, and water-related significance of each site. CIMCC will work collaboratively with landowners and Ag + Open Space staff to identify, plan for, and implement reasonable accessibility mitigations at selected sites whenever feasible.

Transportation is a well-documented barrier to participation, particularly for low-income individuals and those who rely on public transportation. During site selection, CIMCC will assess parking capacity, proximity to transit, and other transportation constraints. To reduce transportation barriers, CIMCC will actively encourage ride-sharing, and secure vans to transport the youth when needed. Tribal Cultural Educators will receive mileage

reimbursement to ensure they are not financially burdened by participation.

Clear and transparent communication is central to accessibility. Outreach materials will include detailed descriptions of site conditions and clearly outline any physical demands or potential challenges. All materials will be available in both English and Spanish. The outreach verbiage and graphics will reflect the diversity of our Sonoma County communities and welcome and encourage participation by the priority group. During registration, participants will be invited to identify accommodation needs. The Project Outreach Coordinator will follow up directly with those participants to discuss requested accommodations, assess feasibility, and ensure the outing is a safe and appropriate fit. Outing presentations will be delivered using a variety of multi-media to accommodate different abilities and learning styles.

All outings will be offered free of charge, eliminating cost as a barrier and increasing access for low-income participants and community members who are often excluded from fee-based programming.

Exhibit B
Cost of Service

Category	Cost per Unit*	Year 2	Year 3	Total	% of total costs
Administrative Staff Time**					
Project Manager	10% (208 hours); 20% (416 hours)	$10,608	$22,464	$33,072	
Project Associate	10% (208 hours); 20% (416 hours)	$6,864	$14,144	$21,008	
Sub-total		**$17,472**	**$36,608**	**$54,080**	**72%**
Property Specific Staff Time					
Property Managers	$50 x 20 hours est.	$1,000	$1,000	$2,000	
Property Event Planners	$50 x 10 hours est.	$500	$500	$1,000	
Sub-total		**$1,500**	**$1,500**	**$3,000**	**4%**
Mileage and Transportation					
Staff mileage to 5 sites and outings.	500 miles per year x $0.70/mi. x 5 outings	$1,750	$1,750	$3,500	
Tribal Cultural Educator & Leader mileage to 5 sites and outings	200 miles per year x 1 person x $0.70/mi.	$700	$700	$1,400	
Sub-total		**$2,450**	**$2,450**	**$4,900**	**6%**
Materials & Supplies					
Materials for Hands-On Activities at Outings Year 1	$37.58 x 20 people	$752	$0	$752	
Materials for Hands-On Activities at Outings Year 2	$55.25 x 20 people	$0	$1,105	$1,105	
Office supplies for Outings	$50 x 20 people	$0	$1,000	$1,000	
Refreshments for Outings	$50 x 25 people	$0	$1,250	$1,250	
Sub-total		**$752**	**$3,355**	**$4,107**	**5%**
Communications & Outreach					
	none	$0	$0	$0	
Sub-total		**$0**	**$0**	**$0**	**0%**
Incidentals					
	none	$0	$0	$0	
Sub-total		**$0**	**$0**	**$0**	**0%**
Subcontracts					
	none	$0	$0	$0	
Sub-total		**$0**	**$0**	**$0**	**0%**
Total Direct Costs		$22,174	$43,913	$66,087	
Indirect Costs***	at 15% of total direct costs	$3,326	$6,587	$9,913	**13%**
Total Costs		***$25,500***	***$50,500***	***$76,000***	

*see rate sheet

**% time based on a 2,080 work year

***based on the federal de minimus rate for non-profits.

Indirect includes accounting, administrative salaries, building utilities and maintenance, printing, office supplies, internet and communication, insurance, website maintenance, and software subscriptions.

Staff Rate Sheet*

Name	Title	Year 2	Year 3
Paula Myers	Project Manager	$51.00	$54.00
Jennifer Martinez	Project Associate	$33.00	$34.00

*staff hourly rates are loaded with approx. 35% fringe benefits and are increased by approx. 2.5% to 5% annually. Rates may be raised on an annual basis subject to the prior written approval of the Ag + Open Space General Manager

Exhibit C

All invoices must have a *Unique Invoice Number*. If your organization has more than one program, each program must submit an invoice with a unique invoice number

Organization Name:

Remit to address:

City, State, ZIP:

PROGRAM NAME

To: **Sonoma County Ag + Open Space**
747 Mendocino Avenue, Suite 100
Santa Rosa, CA 95401-4850

Contract Name: **Public Outings and Youth Education Program**
Contract Number:

Unique Invoice Number:

			Start Date	End Date	
		Dates of service:			
		Task 1	**Task 2**	**Task 3**	
Please enter the Property Name by clicking the drop down list.	**Rate**	**Planning**	**Field Implementation**	**Evaluation and Administration**	
PROPERTY NAME					
Staff Title, Staff Name					
Staff Title, Staff Name					-
Staff Title, Staff Name					-
Staff Title, Staff Name					-
Staff Title, Staff Name					-
Staff Title, Staff Name					-
Staff Title, Staff Name					-
Staff Title, Staff Name					-
Staff Title, Staff Name					-
Staff Title, Staff Name					-
Staff Title, Staff Name					-
Staff Title, Staff Name					-
Staff Title, Staff Name					-
Materials & Supplies	**Cost**				
					-
					-
					-
					-
Mileage & Transportation	**Miles**				
					-
					-
TOTAL					**$** -
PROPERTY NAME					
Staff Title, Staff Name	$ -				-

Exhibit C

Please enter the Property Name by clicking the drop down list.	Rate	Task 1 Planning	Task 2 Field Implementation	Task 3 Evaluation and Administration	Current Invoice Totals
Staff Title, Staff Name	$ -				-
Staff Title, Staff Name	$ -				-
Staff Title, Staff Name	$ -				-
Staff Title, Staff Name	$ -				-
Staff Title, Staff Name	$ -				-
Staff Title, Staff Name	$ -				-
Staff Title, Staff Name	$ -				-
Staff Title, Staff Name	$ -				-
Staff Title, Staff Name	$ -				-
Staff Title, Staff Name	$ -				-
Staff Title, Staff Name	$ -				-
Materials & Supplies	**Cost**				
					-
					-
					-
					-
Mileage & Transportation	**Miles**				
					-
					-
TOTAL					**$ -**
PROPERTY NAME					
Staff Title, Staff Name	$ -				-
Staff Title, Staff Name	$ -				-
Staff Title, Staff Name	$ -				-
Staff Title, Staff Name	$ -				-
Staff Title, Staff Name	$ -				-
Staff Title, Staff Name	$ -				-
Staff Title, Staff Name	$ -				-
Staff Title, Staff Name	$ -				-
Staff Title, Staff Name	$ -				-
Staff Title, Staff Name	$ -				-
Staff Title, Staff Name	$ -				-
Staff Title, Staff Name	$ -				-
Materials & Supplies	**Cost**				

Exhibit C

Please enter the Property Name by clicking the drop down list.	Rate	Task 1 Planning	Task 2 Field Implementation	Task 3 Evaluation and Administration	Current Invoice Totals
TOTAL					$ -
Communications and Indirect Costs D2999999					
Indirect (not to exceed 30% of total wages per invoice)					-
					-
					-
					-
					-
					-
					-
					-
					-
TOTAL					$ -
Administrative and Subcontractor Staff Costs	**D2999999**				
Staff Title, Staff Name	$ -				-
Staff Title, Staff Name	$ -				-
Staff Title, Staff Name	$ -				-
Staff Title, Staff Name	$ -				-
Staff Title, Staff Name	$ -				-
Staff Title, Staff Name	$ -				-
Staff Title, Staff Name	$ -				-
Staff Title, Staff Name	$ -				-
Staff Title, Staff Name	$ -				-
Staff Title, Staff Name	$ -				-
Staff Title, Staff Name	$ -				-
Staff Title, Staff Name	$ -				-
Staff Title, Staff Name	$ -				-
TOTAL					$ -
Total Hours		0	0	0	
				INVOICE TOTAL	$ -

Exhibit D

Ag + Open Space Public Outings + Youth Education Program

Reimbursable Expenses

FY 2026-2029

The following list is subject to change pending awarded contracts and the scope of work defined therein.

- **Property-Specific Staff time** – Any staff time associated with the planning, implementation, or evaluation of property-specific programs. Rates determined in the t
- **Administrative Staff time** – Staff time associated with general planning, administration, or evaluation and reporting of Ag + Open Space-sponsored programs.
- **Mileage & Transportation** – Mileage to-and-from program locations on day-of, or when planning programs and scouting locations. Bus charters and other short-term rentals required for transporting staff or members of the public for the day-of the program. Mileage will be reimbursed per IRS standard rates.
- **Materials & Supplies** – Consumables such as paper, pens, snacks, food or other non-durable goods used for programming will be reimbursed in full based on submitted receipts. Funds for tools, equipment, software, hardware and first aid kits may be expensed, upon approval of Ag + Open Space.
- **Communications & Outreach** – General communications collateral associated with promoting Ag + Open Space-sponsored programs. Can include paid advertising of Ag + Open Space-sponsored outings and opportunities, online platforms for registration, etc.
- **Incidentals** – Honorariums for guest speakers and other miscellaneous fees to be approved in advance by Ag + Open Space as needed.
- **Subcontractors** – To be outlined in contracts.
- **Indirect costs -** Can be either built into hourly staff rates (fully burdened rates), or as a separate expense in the proposed budget. Details regarding indirect costs will be discussed and finalized during the contracting process.

If co-hosting and collaboration are part of the contracted scope of work, each entity should independently request reimbursement for expenses incurred (i.e. if two consultants plan an Ag + Open Space-sponsored hike together, each entity should request reimbursement for any applicable time, materials, etc. in their respective invoices).

Ag + Open Space maintains the right to update this list of reimbursable expenses as needed. Ag + Open Space retains the discretion to approve or deny reimbursable expenses, and consultants are encouraged to contact Ag + Open Space for clarity as needed.

Exhibit E

Insurance Requirements

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

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

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, 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. Sonoma County Agricultural Preservation and Open Space District (District) 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

Minimum Limit: $1,000,000 combined single limit per accident. The required limit may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.

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.

Insurance shall cover hired and non-owned autos.

Required Evidence of Insurance: Certificate of Insurance.

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

The Certificate of Insurance must include the following reference: Contract 1629 Outings and Education. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1, 2 or 3 above.

The name and address for Additional Insured endorsements and Certificates of Insurance is: Sonoma County Agricultural Preservation and Open Space District, its officers, agents and employees, 747 Mendocino Avenue, Suite 100, Santa Rosa, CA 95401.

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.

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.

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. 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.