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 Laguna de Santa Rosa Foundation, 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: Christine Fontaine
Address: 747 Mendocino Avenue – Suite 100	Address: 900 Sanford Rd
Santa Rosa, CA 95401	Santa Rosa, CA 95401
Phone: 707-565-3426	Phone: (707) 527-9277
Email: Irma.cuevas@sonomacounty.gov	Email: christine@lagunafoundation.org

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 Two Hundred Thirty-Seven Thousand Dollars ($237,000)

without the prior written approval of District. Total payments to Consultant for the first year of the contract (date of execution – June 30, 2027) shall not exceed Seventy-Nine Thousand Dollars ($79,000). Total payments to Consultant for the second year of the contract (through June 30, 2028) shall not exceed Seventy-Nine Thousand Dollars ($79,000). Total payments to Consultant for the third year of the contract (through June 30, 2029) shall not exceed Seventy-Nine Thousand Dollars ($79,000). 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: 1631
- 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:	Laguna de Santa Rosa Foundation 900 Sanford Rd, Santa Rosa, CA 95401 Phone: (707) 527-9277

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: LAGUNA DE SANTA ROSA FOUNDATION

By:_____

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

Date: _____

CERTIFICATES OF INSURANCE ON FILE WITH THE DISTRICT:

By: _____
Sara Ortiz, Administrative Aide

Date: _____

Exhibit A
Scope of Work

Outings & Youth Education Proposal: Laguna de Santa Rosa Foundation

Youth Education: **Learning Laguna**, our wetland science education program for 2nd-4th grade students, is the only program focused on the Laguna de Santa Rosa ecosystem. We provide opportunities for students, their teachers and parent chaperones to connect to this unique natural feature of Sonoma County and access protected lands. *Learning Laguna* enables students to engage their senses, make discoveries, practice scientific thinking, and learn about the natural world and the importance of a healthy, biodiverse watershed through both a hands-on classroom experience and an experiential field trip to the Laguna de Santa Rosa. The program is developmentally appropriate and teaches to California Content Standards and Next Generation Science Standards while supporting STEM learning. We teach NGSS scientific disciplinary core ideas related to wetland ecology, ecosystem services, land conservation, and wetlanddependent plant and animal species. These experiences engender students' life-long connection to the Laguna, foster environmental stewardship, and enrich school curriculum by teaching important ecological and scientific concepts at an appropriate level in a real-life context.

Learning Laguna is a two-part program. The **classroom visit** includes a whole-group visual introduction to the Laguna, its seasonal cycles and the animals that depend upon it. Students are then divided into small groups to rotate through 4-5 learning stations: *Bird Investigation Station, Wetland Model, Laguna Animal Tracks*, *Migration!*, and the *Who Am I*? game. Each activity is guided by a trained docent and all students participate in every activity. One week after the classroom program students join "their" docents for a **field trip** to the Laguna. In the field students experience structured activities where they learn about foodwebs, adaptations, structure and function, history, interconnectedness, and the ecosystem services wetlands provide. There is also unstructured time for exploration, hypothesizing, and discovery. The docents always keep their eyes out for "teachable moments" to reinforce concepts taught in the classroom. At our *Aquatic Station* students examine Laguna water and identify some of the aquatic life that is essential to supporting life both in the water and on the land. At the *Tule* activity each child uses plant material to weave a toy in the likeness of a wetland bird, the American Bittern. At this activity students also learn how the Laguna and its lands have supported people for thousands of years by providing tools of everyday living, fertile soil, and food.

Both in the classroom and out on the land, our docents engage students by asking questions that facilitate student critical thinking, experimentation, observation and investigation. Docent questions deepen observation skills and help students make cognitive connections. As noted by author Richard Louv in his book *The Last Child in the Woods,* such experiences can be pivotal in developing a sense of wonder, inquisitiveness and possibility in children.

Laguna Foundation trains community members to be the docent teachers for Learning Laguna. The docents work in teams of 5-6 to serve each class, enabling us to keep our student-to-adult ratio low so all children are safe and wellsupported during both their classroom and field learning experiences. Most of our docents are community members who are retired from the work force. This intergenerational approach adds value to the program on many levels: Children have the opportunity to learn from caring adults who volunteer time for their benefit, thus experiencing firsthand the value of volunteerism; and Sonoma County residents benefit from unique and meaningful volunteer opportunities to learn and engage in positive action for the environment while connecting to the children of our community and enriching their own lives. We prioritize the cultivation and expansion of our docent community by administering the ~ 60-hour training course each spring. In addition to Learning Laguna teachers, our docents also become ambassadors for the Laguna de Santa Rosa, Sonoma County Ag + Open, and our shared natural and cultural heritage and its preservation.

Success of the program is measured through written evaluations that the teachers submit after the programs, and through letters students write to docents expressing what they learned. The teacher evaluation includes a ranking of the program in eleven areas including quality of the curriculum, student engagement levels, and docent quality.

- Teachers tell us: “One of the best things about the program is the support for students to connect human impacts with a healthy ecosystem and the opportunity to learn about and appreciate the rich biology of a local habitat. The program tied in so well with the curriculum content standards.” “The classroom visit and all the hands on activities plus the field trip were a perfect blend of science, social studies and engaging the students to their own environment’s watershed. “

In the spring, field trips take place at the Laguna Uplands Preserve. The fall season field trips take place at Lower Stone
Farm which is not open to the public. Grant funding, contracts and donations from individuals enable us to offer Learning Laguna free of charge to the schools. To ensure equal access to the learning and the experience of getting outside on the land, we provide bus transportation scholarships to classes that would otherwise not be able to participate. While most of our classes include some socio-economically disadvantaged students, more than half of the schools we serve are located in areas with the most economically challenged and demographically diverse school districts, including Southwest, Southeast, Northwest & Northeast Santa Rosa. Approximately 50% of our students fall into the Socio-Economically Disadvantaged category of the School Accountability Report Card and nearly half of the classes we work with are at schools in which the percentage of English Language Learners is greater than 40% of their students. Depending on Docent and staff capacity, the Learning Laguna program typically serves 40 classes each year, reaching over 1000 children, 40 teachers and 160 parent chaperones who accompany each field experience.

Youth Workforce Development

To expand our capacity to offer Learning Laguna we have a jobs program for young adults: Environmental Education Assistant. This part-time, staff position is a well-rounded, entry-level job in environmental education where incumbents are trained to take a leadership role in Learning Laguna and a support position with community education outings. They get to learn about the Laguna and the Sonoma County environment, work with children in the formal education setting, practice their teaching skills and develop naturalist skills and leadership qualities while being exposed to fulfilling and meaningful career paths that they might not have previously considered.
Additionally, we offer two internship programs for enrolled college students: Restoration and the Environmental Education. Both these intern positions expose transitional age young adults to potential careers in land conservation, environmental restoration and education while working alongside professionals who coach and mentor the interns.

Public Outings

Since 2007, the Laguna Foundation Community Education programs incorporate a variety of interpretive strategies to connect people to the land, such as direct experience where participants engage their senses in nature, visual aids including historic photographs, asking the audience questions about what they observe, and hands-on activities ranging from stewardship to creative endeavors. Occasionally we offer webinars to spread our learning and conservation messages further and to reach people who would not otherwise be able to come to in person events. Each outing offers a balance between instructor-led interpretation and participant-driven exploration to incorporate different learning modalities and foster deeper connections to the environment. Providing “next steps” for learning and deeper involvement with each program topic and key message is embedded in each in-person and virtual program.

The program is planned with a vision for the entire year, considering factors such as seasonal changes, historic weather conditions, a balance in outing topics and cost, evaluation feedback, target audiences, and our facility

schedule. Outings are scheduled 3-4 months in advance to allow plenty of time for outreach and promotion. We have high program attendance rates through recruitment via our monthly "Events Only" e-newsletter to 5600 recipients, posting regularly on Facebook (5200 followers) and Instagram (2345 followers), and sending press releases for each outing to a large list of media calendars and sources, including but not limited to: Press Democrat, Sonoma West Times & News, and Bay Nature Magazine. We outreach to specific groups, depending on the event; for example, we will send press releases about birding events to our local Audubon chapter or Spanish-language programming to Los Cien & Latino Service Providers and we are continually building relationships with environmental and social service organizations around the county.

Each of our outings begin with an introduction to the site as well as a community-building exercise. Outings are 2-6 hours long, depending on the format, audience and topic. Presentations in our classroom space – Heron Hall at the Laguna Environmental Center - are 60-90 minutes, including participant engagement. Presentations and Outings on Ag + Open Space protected land begin with a detailed introduction about the benefits of open space, including the history of of the site. We orient participants to the site by sharing its history and notable features. We conclude each outing with information on "next steps" including opportunities for engagement with each organization and open space properties. All instructors and volunteers will be given this information prior to the field portion of the outing so that they can incorporate this material smoothly into their curriculum. Outings will be intentionally designed with the connection to conservation, community health, and Ag + Open Space key messages as the driving principals of the event.

Our outings increase public awareness of the benefits of conserving land, encourage participant stewardship of Ag + Open Space protected lands (and beyond), provide safe, healthy, positive, enjoyable, and inclusive outdoor experiences, and inspire a deep, lifelong connection to nature and the Sonoma County environment.

Samples of potential Community Education Programs

Event	Potential Locations	# of People per event	Theme	Key Messages	Audience
Guided Hikes, Classes & Presentations: **Laguna Watershed Perspectives & Our Wild Watershed** ♦Sunrise/ Sunset Hikes, Night Hikes for Families/ Caminatas Nocturnas para Familias ♦Creek walks ♦Kayaking ♦Presentations on local flora & fauna **Creative Expression**: Journaling, Plein Air Painting, Photography workshops, etc	City of Santa Rosa Farms, Laguna Trail, Laguna Uplands, Mark West Creek, Paulin Creek, Morelli (via Osborn Preserve), Colgan Creek, Santa Rosa Creek Greenway.	25-75 based on type & topic	Nature in the neighborhood Getting to know & experience, plants & animals of the Laguna Watershed. Enjoying open space. Seasonal cycles, cultural history, crepuscular & nocturnal animals. Viewsheds	-Sonoma County's diverse natural, scenic, and working lands provide a wide range of opportunities for people to explore and learn about their unique surroundings and the importance of land conservation. Animals & people alike depend on protected lands. -Laguna as a community separator & greenbelt that contributes to the unique scenic character of the county. -Healthy communities: Open space and publicly accessible lands in and near cities & communities connect people with protected lands. -Protecting groundwater basins, streams, and watersheds sustains a source of clean water for fish, wildlife, and people, even during years of drought or changing weather patterns. -The Laguna de Santa Rosa can store up to 80,000 acre-feet of water during a flood, reducing floodwaters in the lower Russian River by up to 10 feet, and thereby preventing the damaging effects of higher-level flooding in towns along the river. - Natural water filtration is a function of the lands in Sonoma County that remain in open space, allowing the landscape to soak up and filter rainwater in forests, grasslands, cultivated agricultural areas, and rangelands. -Sonoma County is home to threatened and endangered species.	All people, staff-led programs in Spanish. Seniors, students, mobility diverse. Partnership opportunities: Positive Images, Latino Service Providers, etc Queer Nature Journaling Club. Sonoma Land Trust, Sonoma Resource Conservation District, LandPaths, etc.
Health & Well-being	Laguna Uplands, Stone Farm	10-25	Mindfullness activities in nature	Enjoying the beauty and wonder of the natural world inspires awe within us, helping us to feel happier and even more generous and kind.	Families, teens, mobility diverse, seniors. Open to all. Bilingual

Birding Outings: Bilingual bird walks, **accessible** bird outings, Neighborhood birds, Bird Walks for Students	Taylor Mtn, Colgan Creek, Stone Farm, Laguna Uplands Preserve, Meadowlark Field, etc	25	Bird quantity and diversity are indicators of ecosystem health. Building sense of place though seasonal cycles of bird migration and nesting.	Conserved wild lands and watersheds provide habitat for wildlife to live and roam freely, while giving us ample recreational and immersive outdoor opportunities. Being in nature also reminds us that we are a part of something interconnected and larger than ourselves. -Native species benefit from healthy wetlands and streams areas. These areas also provide important habitat for birds and are critical movement pathways for wildlife.	Beginning birders, Mobility diverse, English/Spanish/ bilingual programs. Open to all.
Vernal Pool Outings	Harotounian Balletto, Sonoma Mtn VP (Wright Preservation Bank if owner allows	25	Vernal pools are sensitive natural areas require protection, restoration, and resource management.	So Co has own unique assemblage of rare and endangered species such as Sebastopol meadowfoam, Burke's goldfields and Sonoma sunshine, CA Tiger Salamander. Vernal Pools are highpriority wetlands for conservation.	Open to all. Earl Baume Center of the Blind
Nature All Around: Playtime + Learning / **Naturaleza alrededar:** Jugando + aprediendo	City of Santa Rosa's Stone Farm (Laguna Environmental Center nature playscape and native plant landscape)	10-50	Nature is everywhere! Learning about plants and animals through Environmental Education games, activities & stories for preschoolers.	By preserving land today, we protect the air we breathe, the water we drink, and the food we eat. Protected habitat provides space for wildlife to thrive, and for people to recreate and rejuvenate. - Natural lands and terrestrial habitats support plants, wildlife, and biodiversity. - Conserving different types of land helps ensure that everyone has access to nature and open space, local healthy food, and opportunities for exercise and education.	First Five Sonoma CAN, homeschool families, preschools, parent groups

Environmental Center			friendly Garden Tour, Grandparent's Day, Dia del Ninos	By preserving land today, we protect the air we breathe, the water we drink, and the food we eat. - Conserved agricultural lands safeguard our county's rural beauty and character, our capacity for local food production, and the critical connections necessary for thriving farms, dairies, and ranches.	Spanish speakers, all people
Collaboration	City of Santa Rosa: Stone Farm Potential: Balletto, Colgan, Haro, Brown, North Sonoma Mtn	15-50	Laguna de Santa Rosa 101. Environmental restoration in the Laguna. Best management practices for native plant nurseries.	-Sonoma County's diverse natural, scenic, and working lands provide a wide range of opportunities for people to explore and learn about their unique surroundings and the importance of land conservation. -Laguna contributes to the unique scenic character of the county.-The Laguna de Santa Rosa can store up to 80,000 acre-feet of water during a flood, reducing floodwaters in the lower Russian River by up to 10 feet, and thereby preventing the damaging effects of higher-level flooding in towns along the river.	SSU & SRJC Biology, Ecology, Restoration & Nursery classes site visits, High School & Students, FARMS program
Restoration project site tours	Denner, LaFranci, Balletto, Colgan, Haro, Brown, North Sonoma Mtn.	25	Native plants create wildlife habitat. Partnerships make the work possible	- Natural lands and terrestrial habitats support plants, wildlife, and biodiversity. - Native species benefit from healthy wetlands and streams areas. These areas also provide important habitat for birds and are critical movement pathways for wildlife. - Environmental restoration improves ecosystem function and services that nature provides for free – clean water, air, etc.	Open to all who want to learn about active & planned restoration projects
Open House at the Laguna	City of Santa Rosa: Stone Farm	50-250	Family Picnic Day, Mother's Day, Eco-	Laguna contributes to the unique scenic character of the county. Land for scenic beauty.	Seniors, ability diverse, families,

Potential Stewardship Outings

Event	Location	# of People	Theme	Key Messages	Audience
Vernal Pool Stewardship	Haroutunian, Balletto	25	Conservation. Preservation of threatened species. Together we can make a difference. Inspire next generation conservation leaders. Career opportunities. Community building. Care for the land that supports us	Healthy habitat for wildlife is healthy habitat for us! Habitat loss translates into a loss of biological diversity. Stewardship of open space depends on the participation of entire communities. As the climate changes. Wetlands will play an important role in floodwater management (regarding climate change). Native species benefit from healthy wetlands and streams areas, which provide habitat for 11 of the County's 28 threatened and endangered species. Riparian areas are important habitat for birds and are critical movement pathways for wildlife. Native Plants support biodiversity & climate resilience.	For all Local Businesses, ie: Banks, PG&E, Wineries. Becoming Independent, Day of Service for local HS. Classes of students @ schools near restoration sites (ie: Roseland Creek Elementary, Roseland Accelerated Middle School, Sunridge Charter), Church groups, Rotary Groups, etc.
Laguna Stewards Day **Garden Volunteer Day** Community Partnership Stewardship workdays	Brown/Stone/ Alpha Farm, Colgan Creek, Meadowlark, Laguna Uplands, Paulin Creek, Stone Farm – Laguna Environmental Center	15-60			

Exhibit B
Cost of Service

Public Outings

The Public Outings Program will organize 30 outings per year on Ag + Open Space protected properties for members of the public, including community groups, Spanish speakers, mobility-limited, and other marginalized audiences. To ensure safety in remote areas, most outings will be limited to 30 participants. A standard outing, on average, is 6 hours of implementation. All outings are staffed by the Land Trust's bilingual outings guide and/or the public programs manager plus the community engagement programs assistant and/or 1-2 interns and at times a guest presenter. In total, each outing costs approximately $1,557.

Field Trips to the Baylands

The *Students Learning in Marsh Environments* (SLIME) Field Trip Program will host 25 field trips at the Dickson Ranch property at the San Pablo Bay National Wildlife Refuge or virtually as conditions require. Bus transportation will be provided to reduce barriers to entry for Title 1 schools and those with significant socioeconomically disadvantaged student populations. The bilingual youth programs coordinator and program assistant attend all field trips to provide instruction, facilitation, and safety supervision. In total, each field trip costs approximately $2,170.

Rate Sheet*

Staff Name	**Title**	**Classification**	**Rate *(hourly + taxes + benefits)***
Ingrid Stearns	Public Programs Manager	Exempt	**$62.62**
Mirella Ramos	Bilingual Youth Programs Manager	Exempt	**$62.62**
Carlos Rivas	Bilingual Outings Coordinator	Hourly	**$46.83**
Kylie Kerr	Bilingual Youth Programs Coordinator	Hourly	**$46.83**
Chloe Howard	Community Engagement Programs Assistant	Hourly	**$29.77**

***** Rates may be raised on an annual basis subject to the prior written approval of the Ag + Open Space General Manager

Budget

A budget for both the Public Outings and Youth Education Programs follows, and includes a percentage breakdown by area.

Public Outings & Youth Education Proposal Section 4: Cost of Services

Youth Education Program: Learning Laguna Annual Budget (FY 2026-29)

Property Specific Staff Time 80%	Admin Staff time 4%	Mileage & Transport 2%	Materials & Supplies 2%	Communications & Outreach 10%	Incidentals 2%	Total cost per field program	Total # of proposed contracted Learning Laguna programs per year	Estimated Cost per full contract year
1080	54	27	27	135	27	$1350	30	**$40,500**

Outings: Laguna Community Education Programs Annual Budget (FY 2026-29)

	Property Specific Staff Time 80%	Admin Staff time 4%	Mileage & Transport 2%	Materials & Supplies 5%	Communications & Outreach 5%	Incidentals 4%	Total cost per type of field program	Estimated Number of annual programs	Estimated Cost per Fiscal Year
Natural History & Creative Outings:	1600	80	40	100	100	80	2000	10	20,000
Stewardship Outings	2960	148	74	185	185	148	3700	5	18500
								Outings Total	**$38,500**
								TOTAL Youth Ed & Outings	**$79,000**

Staff Costs Rate Sheet*

Title	Hourly rate (fully encumbered)	Task 1: Planning	Task 2: Field Implementation	Task 3: Evaluation & Administration
Education Director Youth Education	$76.55	• volunteer management (including initial recruitment, training & continuing education) • program scheduling • teacher outreach & communication • materials & curriculum updates • messaging integration • website & budget management • transportation scholarship mgmnt	• site preparation • direct field teaching • volunteer oversight & support • teaching materials management • waiver, permission slip management • safety	• volunteer training program administration, evaluation management • teacher follow-up & evaluation solicitation & management • expense tracking & budget management • participant data & record management, reporting
Public Outings		• program visioning & direction leadership • program oversight	• site preparation • direct field teaching • interp materials management	• data tracking • invoicing • reporting
		• staff management • volunteer & participant management • program marketing • participant registration & management	• volunteer oversight & support • safety	
Environmental Educator/ Education Coordinator	$31.70	• program visioning • theme development • scheduling & scouting • messaging integration • communications & outreach • facility maintenance • volunteer coordination	• site preparation • direct field teaching • volunteer oversight & support • participant oversight & support • partner & instructor support • Safety	• instructor contracting & admin • Participant data & record keeping management • Participant evaluation response data management • Program promotion & outreach management
Environmental Education Assistant	$25.75	• Teaching preparation	• Teaching • Direct service & safety	• Participant follow-up
Outreach Manager	$42.70	• Marketing programs • volunteer management	• Direct service • Teaching, stewardship	• program follow-up & communications
Restoration/Stewardship Director	$79.70	• program direction & consultation • curriculum development	• teaching at trainings & workdays • stewardship	
Conservation Program Director	$67.40	• Vernal Pool volunteer training • stewardship/project planning • tools management	• teaching at volunteer trainings • Site prep & safety • Project & Event management • Participant management	• Post event debrief & follow-up • Record keeping

Preserves Manager	$46.50	• Vernal Pool volunteer training curriculum development • stewardship/project planning • tools management	• teaching at volunteer trainings • Site prep & safety • Project & Event management • Participant management	
Restoration Field Supervisor	$44.75	• stewardship planning • tools management	• Site prep & safety • Project/event management • Instruction, engagement, mgmnt	Post event debrief & follow-up Record keeping
Conservation Specialist	$42.50	• conservation planning for stewardship days	• Site prep & safety • Project, event, participant mgmnt • Instruction, teaching, engagement	Post event debrief & follow-up Record keeping
Restoration Tech	$30.50	• Participate in planning	• Site prep & safety • Project & Event management • Participant management	• Post event debrief & follow-up • Record keeping
Development Manager	$43.65	• Program marketing		• Participant record keeping
Admin Director	$67.60	• Website management	• Insurance management	• Payroll & record keeping
Accounting Manager	$55.95	• fiscal management	• transportation scholarship mgmt	• fiscal reporting
Admin Assistant	$33.10	• Program support	Program support	Program support
Education & Stewardship Interns: Workforce Development	Stipend: $1650 per intern, per semester	Training in department, skills development & practice	Teaching during Youth Programs, Stewardship work, program support, engaging participants,	Academic advisor mtngs & feedback meetings/forms

***** 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: **PROGRAM NAME**

Remit to address:

City, State, ZIP:

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					-
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 1631 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.