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 LandPaths, a California non-profit 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: Lee Hackeling
Address: 747 Mendocino Avenue – Suite 100	Address: 618 Suite 217 4th S
Santa Rosa, CA 95401	Santa Rosa, CA 95404
Phone: 707-565-3426	Phone: (707) 544-7284
Email: Irma.cuevas@sonomacounty.gov	Email: lee@landpaths.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 Five Hundred Twenty-Five Thousand Dollars ($525,000) 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 One Hundred Seventy-Five Thousand Dollars ($175,000). Total payments to Consultant for the second year of the contract (through June 30, 2028) shall not exceed One Hundred Seventy-Five Thousand Dollars ($175,000). Total payments to Consultant for the third and final year of the contract (through June 30, 2029) shall not exceed One Hundred Seventy-Five Thousand Dollars ($175,000). 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: 1632
- 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:
LandPaths
618 Suite 217 4th St
Santa Rosa, CA 95404
Phone: (707) 544-7284

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: LANDPATHS

By:_____
Lee Hackeling,
Executive Director of Operations

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

Project Description

LandPaths' *Rooting Youth in Nature* proposes a suite of programs to address youth needs; education, work experience, and fun, connecting outings to direct field experiences on lands protected by the Ag + Open Space. This proposal builds momentum by combining long standing programs with new and evolving programs: *Stand for the Land* and *Young Stewards.* All proposed Rooting Youth in Nature programs are multi-day, reflecting a value of meaningful nature connections.

Youth Education: In Our Own Backyard (IOOBY), Inspired Forward (IF)

IOOBY and IF were designed to provide 20 hours of outdoor time per student, based on research identifying between 15- 40 hours being the most impactful for influencing youth attitudes and behaviors toward nature. LandPaths works in partnership with teachers to support meeting the full needs of youth, including social-emotional and physical well-being, in addition to aligning with Next Generation Science Standards. LandPaths is part of Sonoma Environmental Education
Collaborative's Environmental Pathways to build a series of connected learning experiences from K-5/6th grade building comfort, confidence and knowledge of the natural world. LandPaths' *Youth Education* includes:

- Visting a range of Ag + Open Space properties throughout the County
- Outreach and school selection criteria for diversity and underserved communities
- Coordination with the student, school and environmental education community
- Staff reflecting student communities
- Standards-based field and classroom curriculum
- Extensive training in environmental education best practices, inclusion, trauma informed approaches and social emotional wellness
- In-class visits and teacher meetings to support and deeper learning
- Meaningful real-world stewardship projects

Deliverables:

- 20 Schools, an estimated 1,160 youth, 26 teachers, 40 parent chaperones and volunteers
- 44 field trips annually, with multiple classes sharing bus and field day for cost-savings
- 28 in-class presentations, one to introduce the year, and in support of stewardship project
- 8 meaningful stewardship projects
- 20 hours outdoors per student distributed evenly throughout the year
- Adopting a minimum of 6 different Ag + Open Space protected properties

Stand for the Land

Stand for the Land offers monthly outings to the natural world to various open spaces, along with food and other opportunities to nurture positive connections with nature, leadership and selfconfidence, a desire to care for the land, and a sense of belonging. Funded in part by the City of Santa Rosa's Violence Prevention Program (VPP), referred youth come from restorative justice programs and VPP circles within county high schools. Current school partners include Amorosa Academy, Elsie Allen, Montgomery, Ridgeway and Santa Rosa. LandPaths also receives referrals from Inspired Forward and the VPP network. On average, each youth will partake in at least 2 outings. *Stand for the Land* includes:

- Visting a range of Ag + Open Space properties throughout the County
- Expanding the number and types of community organizations that are aware and know about the Ag + Open Space
- Outreach with community partners and schools to identify youth

- Engagement and coordination with identified youth
- Continued support to address barriers and encourage participation
- Meaningful nature access for youth in restorative/criminal justice system
- Staff reflecting youth communities
- Skilled staff in inclusion, youth development and working with marginalized youth
- Fun and potentially awe-inspiring outdoor experiences

Deliverables:
- 12 Outings with a minimum of 3 Outings to the natural world on Ag + Open Space protected properties
- 1 overnight camping experience
- Each outing will including 15 to 20 referred youth, for a total of 180 – 200 unique youth participants annually
- 4 project partners learning about Ag + Open Space

Youngs Stewards

The Young Stewards is a youth mentorship and green workforce development program designed to provide young adults, age 16 – 20 with meaningful connections and instruction in forestry, fire, and environmental education. Young Stewards learn about land conservation, community gardens, environmental education, caring for the land, as well as the plants and animals that call Sonoma County home. New to this proposal, LandPaths will expand the Young Stewards program to include bilingual community stewardship events and an overnight camping adventure.

Young Stewards offers paid positions for youth from marginalized communities to remove barriers to meaningful internships and work experience opportunities. The Young Stewards directly receives new participants from a range of referral sources including but not limited to LandPaths' Inspired Forward and Stand for the Land. New for 2026, LandPaths proposes to reserve a minimum of 3 spaces in Young Stewards for Indigenous youth. The Young Stewards program includes:
- Visting a range of Ag + Open Space properties throughout the County
- Outreach and selection criteria for diversity and underserved communities
- Outreach with community partners
- Youth mentoring
- Meaningful stewardship projects, that support fire and climate resilience
- Paid work experience for 12-16 young adults age 16- 20 annually
- Work experience includes attendance, expectations, timesheets, feedback
- Collaboration between Young Stewards and Vamos Afuera
- Youth skill building and confidence
- Staff reflecting student communities

Deliverables:
- 2 Young Steward sessions, every Saturday for 13 weeks each for 7 to 11 paid youth
- Summer full time employment for at least 4 Young Stewards
- Centralized transportation departing from Bayer Farm & Garden
- *2* Bilingual Spanish/English Stewardship events with LandPaths' Vamos Afuera
- 1 overnight camping experience annual camping trip on Ag + Open Space land

Cross-Cutting Priorities

Equity and justice in land conservation

LandPaths understands equity as fundamental to our mission and success. We strongly align with the Vital Lands Initiative, Healthy Land Healthy People priority to share the benefits of time in nature with all communities in Sonoma County. LandPaths first embarked on equity and justice in land conservation in the early 2000's. Now, twenty-five years later we have built an organization recognized for DEI leadership: staff reflective of the communities we engage, and groundbreaking work such as Bayer Farm, Vamos Afuera, Stand for the Land, Queer Forestry and Fire stewardship program, and Camp Trillium, a Summer Camp for queer and trans youth and allies.

Over the last five years LandPaths has continued to deepen and advance our understanding of the racist and colonial history embedded in the conservation field. We started by transitioning our Board to be made up of leaders reflecting the communities we engage, including an Indigenous Board Chair. We also created a multi-year Equity Strategic plan (2022) that addresses both administrative and programmatic equity issues. In 2024, we deepened our equity work with a Right Relations Action Plan, now supported by a Right Relations Committee for accountability. As part of this Action Plan, LandPaths conducted an internal communication audit, using the Allyship Spectrum tool developed by Redbud Resource Group. One action item that resulted from this rigorous audit is to include information about tribal ancestral lands in our outreach materials, such as Rancho Mark West, Santa Rosa on the ancestral land of the Wappo people.

Elevating Ag + Open Space's visibility and partnership

LandPaths is proud to partner with Ag + Open Space and to inform the communities we engage about Ag + Open Space, and the synergy of our partnership and funding in support of equitable access to open space. We look forward to highlighting our partnership and Ag + Open Space support in all contact points from outreach, teacher and participant registration, during activities, and in post-event communications and storytelling. Building on established, mission-driven, innovative storytelling tools with consistently robust audience engagement rates, LandPaths' will employ the following communications tools to educate, inform, and inspire diverse audiences about the key messages in the Vital Lands initiative – especially as related to Healthy Communities and DEI goals.

Deliverables include:

- E-blasts: Photo, video, and short, concise, compelling stories in our bimonthly e-blast. With almost 14,000 subscribers, our eblast boasts a higher than industry average open rate, meaning thousands of people will be exposed to Ag + Open Space's key messaging and impact.
- Blog Posts: The stories in the eblast regularly link out to longer blog posts on the LandPaths' website, where Ag + Open Space's logo and messaging will be highlighted. In January 2026, our website received on average of 9,144 page views over 6,143 sessions.
- Social Media: Instagram Reels, TikToks, and YouTube shorts that distill the stories into easily digestible and inspirational content. These will include photos, music, quotes, and Ag + Open Space's logo. We currently have 4,573 Instagram followers. A post on February 11 about Broomapullooza that tagged Ag + Open Space and shared requested messaging hit 2,360 views and was shared multiple times. Content is also shared on our Facebook (6.8K followers) and TikTok (856 followers; 21.1k likes).
- Gen Z Audiences: Engaging Young Stewards in social media content creation that educates the public about the importance of access to open space drawn from Ag & Open Space messaging but drawn from a youth/Gen Z perspective.
- Print: Press releases that connect LandPaths' programs like Stand for the Land and IOOBY to Ag + Open Space funding support and messaging.
- Sandwich board signs and maps/posters for all in-person activities, detailing topics such as: ¼ sales tax graphic; key accomplishments; specific property information

- Sharing crucial Ag + Open Space messaging and support during the opening circles at all qualified outings, field trips, stewardship days, and tabling events.
- IOOBY and Inspired Forward journals to include Ag + Open Space ½ page ad
- Calendar/participation-focused bilingual print zines in English and Spanish with ½ page Ag + Open Space ad, to be shared at multiple tabling events
- Ag +Open Space logo to be included on all flyers for proposed activities
- Full-color, eye-catching flyers in English and Spanish to promote participation. Flyers will be located at Bayer Farm, Jeff Bodwin Garden, the Roseland Regional Library, Sonoma County Public Library branches, and other places without internet access.

Project Scope of Work, Data Collection & Evaluation

LandPaths has the capacity and skill to effectively implement all proposed activities and to collect all baseline data required and as outlined in the RFP Scope of Work and detailed in the RFP Exhibit C. LandPaths collects data and evaluates programs using both quantitative and qualitative techniques that informs and guides future programming. Examples include photos, quotes, and metrics of attendance, address distribution, language preferences, new to LandPaths, new to property/activity.

For school-based programs LandPaths maintains a record of school % English Language Learners and Free and Reduce Lunch based on County data. LandPaths will distribute and analyze participant surveys and feedback forms, as well as end of year one-on-one teacher and partner meetings as possible.

Exhibit B

Cost of Service

Staff billing rates on the table below include indirect costs that are necessary for each staff to accomplish their work: insurance, rent/office space, communications (cell and landline phones, radios, web hosting, software expenses), utilities, IT support and maintenance (i.e.., computers), office supplies.

The rates for the 2027/2028 year were used in the calculation of the budget to average out the billing rates over three years. Additionally, LandPaths has an internal plan as part of our equity work to offer competitive benefits and pay for entry level positions and increase pay at larger rates than Director level positions. LandPaths offers a $1 hour rate addition for bilingual staff who translate in real time as part of their regular work duties.

Staff Position	**2026/2027 Rate**	**2027/2028 Rate**	**2028/2029 Rate**
Executive Director	190	196	201
Managing Directors	135	141	146
Managers	130	136	141
Leads	110	116	121
Senior Specialist	105	111	116
Specialist	90	96	101

Annual Proposed Budget

LandPaths Proposed Public Outings and Youth Education: Rooting Youth in Nature		**Youth Outings and Early work experience** (Stand with the Land and Young Steward)	**Youth Schoolbased Education** (IOOBY & IF)	**Annual Total**
Budget Category	**Category Description**			**(% of total budget)**
Property Specific Staff time	Planning, implementation and evaluation of specific events/properties	24,754	128,946	153,700 (88%)
Project Administration	Entering data for tracking sheets, preparing invoices, gathering and analyzing program feedback and attending District meetings	2,040	4,080	6,120 (3.5%)

Mileage & Transportation		2,410	4,400	6,810 (3.9%)
Materials & Supplies	Consumables including food			600 (.3%)
Communication	General Programmatic Outreach, key messaging, and communications	4698	580	5,278 (3%)
Incidentals				
Administration Staff		498	1994	2,492 (1.4%)
TOTAL REQUEST		**34,400**	**140,000**	**175,000**

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 1632 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.