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 Point Reyes Bird Observatory dba Point Blue Conservation Science, a 501(c)3 Nonprofit (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: Jenn Rossi
Address: 747 Mendocino Avenue – Suite 100	Address: 3820 Cypress Dr STE 11,
Santa Rosa, CA 95401	Petaluma, CA 94954
Phone: 707-565-3426	Phone: (707) 781-2555
Email: Irma.cuevas@sonomacounty.gov	Email: jrossi@pointblue.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 Seventy-Five Thousand Dollars ($75,000) 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 Twenty-Five Thousand Dollars ($25,000). Total payments to Consultant for the second year of the contract (through June 30, 2028) shall not exceed Twenty-Five Thousand Dollars ($25,000). Total payments to Consultant for the third year of the contract (through June 30, 2029) shall not exceed Twenty-Five Thousand Dollars ($25,000). 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: 1633
- 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 sole 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:
Point Reyes Bird Observatory
dba Point Blue Conservation Science
3820 Cypress Drive, Suite 11,
Petaluma, CA 94954
Phone: (707) 781-2555

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: POINT BLUE CONSERVATION SCIENCE

By:_____
Padmini Srinivasan,
Chief Financial Officer

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

Basic Task 1: Planning

From 2027 through 2029, Point Blue will host summer field trips each year on Ag + Open Space properties for cohorts of 12-15 CCCI participants. Across the three summers, this will total six field trips and reach approximately 40 interns. These outings anchor CCCI's exploration of conservation science careers in local conserved landscapes and build interns' sense of belonging on public lands. The two-three annual field trips will focus on marine science and soil science, with the Estero Americano Coast Preserve and potentially Pacheco Dairy identified as priority sites. Point Blue remains open to additional site recommendations.

Planning for each field trip will occur in collaboration with Point Blue's marine lab and soils teams. These staff will also co-facilitate a seminar at Point Blue headquarters the day before each field trip, providing foundational context and preparing interns for hands-on learning in the field. This structure ensures that interns arrive with shared background knowledge and can engage deeply with the landscapes and professionals they meet.

For the Estero Americano visit, Point Blue will work closely with Ryan Berger of the Wildlands Conservancy, a former Point Blue employee and long-time collaborator who has been instrumental in opening the Estero. Planned activities include a 1.5-mile hike to a low-tide access point where Ryan has previously led programs, exploration of the estuary ecosystem, discussion of the Estero's ecological and cultural significance, and opportunities for bird and whale watching. Ryan brings expertise in marine ecology, land management, community relations, a DEI-centered educational approach, and is enthusiastic about hosting CCCI interns.

The soils focused field trip, potentially at Pacheco Dairy, will introduce interns to soil science, working lands, and climate resilience. Interns will explore conservation, preservation, and restoration areas within the park and examine how nearby working lands such as farms, ranches, and forested areas support local livelihoods. Through guided discussion and observation, interns will study the carbon cycle, the role of healthy soils as carbon sinks, and the importance of working lands in climate mitigation. They will also learn basic soil sampling techniques to build practical, transferable skills relevant to conservation and land management careers.

Point Blue welcomes continued collaboration with Ag + Open Space staff throughout planning and implementation, including guidance on site selection, participation as CCCI mentors, and joining field trip days to welcome interns, share key messages, and discuss conservation career pathways.

Communications will support both recruitment and storytelling throughout each summer. Outreach will prioritize inclusive, accessible messaging through community colleges and BIPOC-serving organizations, emphasizing paid, hands-on conservation experience and pathways into environmental careers. Throughout the program, communications will highlight intern learning, reflections, and project milestones, and will reinforce Ag + Open Space values such as land for climate resilience, nature and wildlife, farms and ranches, scenic beauty, healthy communities, and land for all. By centering student voices and local landscapes, communications will demonstrate how investing in people and conserved lands strengthens community identity and builds a more diverse next generation of conservation leaders.

All staff time associated with this task will be accurately tracked.

Basic Task 2: Field Implementation

Point Blue will implement summer field trips with CCCI cohorts in 2027, 2028, and 2029. These field trips will be facilitated by STRAW program educators and other Point Blue staff, with an open invitation for Ag + Open Space staff to join. While CCCI serves community college students, our instructional approach is grounded in the same principles that guide our K-12 programming and align with the Next Generation Science Standards. At the community college level, this approach strengthens learning by emphasizing outdoor, collaborative experiences that help interns see science as something they actively do rather than memorize.

Through visits to conserved lands and by highlighting the Ag + Open Space's mission, interns will be intentionally exposed to a wide range of conservation career pathways and supported in developing a sense of belonging on their public lands. Each summer, Point Blue's marine lab and soils teams will support a paired seminar and field trip structure that includes a marine-focused seminar at Point Blue headquarters, a marine-focused field trip to the Estero Americano, a soils-focused seminar at headquarters, and a soils-focused field trip to Taylor Mountain Regional Park. These field trips will follow the plans described in Task 1, including hands-on learning, exploration of protected landscapes, and opportunities to engage with conservation professionals.

Funding will support Point Blue staff time required to implement these seminars and field trips, and all staff time will be accurately tracked and invoiced. Point Blue will comply with all applicable laws related to personnel and volunteers who may work with vulnerable populations, including but not limited to California Penal Code Section 11105.3. For all field outings, at least one staff member present will hold current CPR/First Aid certification, and in most cases multiple staff will be certified, as this is a requirement for all STRAW program staff.

Point Blue will ensure that all participants sign applicable waivers or parent/guardian permission slips prior to programming. All waivers and permission slips will include the language required by Ag + Open Space regarding photo permissions, damage to property, and other required elements. Point Blue will maintain current waiver and permission slip templates on file and, upon request, will share signed waivers and permission slips.

All staff time associated with this task will be accurately tracked.

Basic Task 3: Evaluation and Administration

Point Blue will evaluate the effectiveness of the Community College Conservation Internship program and demonstrate progress toward Ag + Open Space's desired outcomes through baseline data collection, ongoing qualitative feedback, end-of-program assessments, and annual reporting. The evaluation will focus on interns' understanding of agricultural and open space goals, their sense of belonging on conserved lands, and their interest in conservation-related careers.

At the start of each program cycle, Point Blue will collect baseline data that includes an optional demographic survey (race/ethnicity, community college affiliation, ZIP code, first-generation status), prior exposure to natural spaces, sense of belonging outdoors, and interest in conservation careers. Throughout the summer, interns will complete weekly reflection forms that provide ongoing

qualitative feedback on their learning from site visits, their understanding of agricultural and open space priorities, their sense of inclusion on the land, and any shifts in career interests. Interns will also participate in guided reflection discussions during field trips, which deepen learning and provide additional qualitative insights.

At the end of the program, interns will complete a final evaluation that mirrors the baseline survey and assesses overall program impact, including changes in learning outcomes, sense of belonging, and interest in conservation and land stewardship careers. Field-based learning will be assessed through reflection questions tied directly to visits on conserved properties, allowing interns to demonstrate their understanding of key agricultural and open space goals and their connection to local landscapes.

To ensure the program continues to reach priority communities, Point Blue will track participant demographics (as voluntarily provided), geographic reach, participation and retention, and attendance at field trips and public outings. These data, combined with qualitative reflections, will guide continuous improvement of program design, site visits, and mentorship to ensure relevance, inclusion, and alignment with Ag + Open Space priorities.

Point Blue will conduct participant evaluations—and, where applicable, partner evaluations—to measure program success and demonstrate progress toward Ag + Open Space's desired outcomes. The timing of surveys, including baseline, weekly reflections, and end-of-program assessments, will be clearly defined and implemented consistently each year. Point Blue will share annual evaluation reports summarizing outcomes, qualitative themes, demographic reach, and progress toward these goals.

As with all STRAW program activities, Point Blue will keep thorough records of participant data, waivers, permission slips, administrative documents, and reimbursable expenses, and will submit all required documentation monthly. The organization will also share collected emails from public outings and field trips with Ag + Open Space, as required. All staff time associated with this task will be accurately tracked.

Exhibit B
Cost of Service

Project Budget

Budget Category	Description	Cost	% Total Budget
Property-Specific Staff Time	STRAW, Marine Lab, Soils Point Blue staff who will accompany CCCI interns to field trips on Ag and Open Space Properties	**$48,258**	64.3%
Administrative Staff Time			
Mileage & Transportation	Transportation to Ag and Open Space properties with CCCI interns	$455	0.5%
Materials & Supplies	Teaching materials, advertising materials, advertising for internship, job posting fees, outdoor gear for CCCI interns	$3,963	5.3 %
Communications & Outreach	Communications staff time	**$2,879**	3.8 %
Incidentals			
Subcontractors			
Indirect Costs		$19,444	25.9%
TOTAL		**$75,000**	**100%**

Property-Specific Staff Time
Covers all staff time associated with planning, implementing, and evaluating program activities that take place on Ag + Open Space properties. This includes Point Blue's STRAW educators, Marine Lab, Soils, and other program staff who design and lead seminars, prepare interns for field learning, and facilitate field trips. Most staff time is budgeted here because the majority of work under this contract is tied directly to activities on conserved properties or preparation for property-specific activities. Please note that some staff time associated with CCCI coordination is funded through other sources and is not included in this budget. CCCI intern stipends are also funded separately.

Administrative Staff Time
Covers staff time primarily for development of communications related to the project.

All staff positions included in the budget comply with the County of Sonoma Living Wage Ordinance ($23.15/hour as of July 1, 2025). Point Blue applies a 5% annual cost-of-living adjustment, and any annual rate adjustments during the contract period will be submitted to Ag + Open Space for prior written approval.

Point Blue’s fringe benefit rate is 50.8% of salaries for full time staff and includes Employer

Payroll Taxes (9.25%), Worker's Compensation Insurance (0.70%), Health and Dental Insurance (17.10%), Retirement Plan (4.70%), Paid Time Off - Vacation, Holiday, Sick, PTO (18.5%), Other - Insurance, LTC, EAP, etc. (0.55%). The fringe benefit rate for part time staff is 25%.

Materials & Supplies
Materials needed to support successful outdoor learning and field participation. This includes providing interns with essential outdoor gear to reduce barriers to participation, as well as teaching supplies such as journals, colored pencils, and sampling materials needed for program activities.

Communications & Outreach
Covers costs for outreach and recruitment for the CCCI internship. Funds support targeted social media promotion, job postings on boards that reach candidates underrepresented in conservation careers, and printed materials such as flyers distributed at local community colleges.

Incidentals
N/A

Subcontractors
N/A

Indirect
Point Blue applies a 35% indirect cost rate to non-federal contracts. Indirect costs include the following: (1) salaries and benefits of administrative staff (CEO, CFO, CoS, CSO, finance and accounting staff, office manager, and some portions of other senior managers), (2) facilities and associated costs not related to direct program services such as the offices of the administrative staff, (4) non-programmatic travel expenses for administrative staff, (3) audit expenses, (4) interest expenses, (5) portions of other general expenses such as insurance, office supplies, etc.

Hourly Rates for Personnel

Position	Monthly Salary	# Months	Total	Hourly Rate
Education Manager	$5,886	1.1	$6,475	$33.96
Educator	$5,016	1.1	$5,518	$28.94
Conservation Educator	$5,301	1.1	$5,831	$30.58
Outreach Coordinator	$6,084	0.8	$4,867	$35.10
Principal Scientist	$8,830	0.6	$5,298	$50.94
Research Assistant	$4,013	0.5	$2,006	$23.15
Marine Lab Tech New Hire	$4,013	0.5	$2,007	$23.15
Communications Manager	$7,637	0.25	$1,909	$44.06

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:			

Please enter the Property Name by clicking the drop down list.	Rate	Task 1 Planning	Task 2 Field Implementation	Task 3 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 1633 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.