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 City of Cotati, a California city, (hereinafter "City").

R E C I T A L S

WHEREAS, City represents that its subcontractor, Ammamma Tati, Inc., doing business as Sandy Loam (the "Subcontractor"), 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 City through its Subcontractor 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 the City-owned Veronda-Falletti Ranch.

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 City's Specified Services. City, through the Subcontractor, 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. City shall cooperate with District and District staff in the performance of all work hereunder. City shall coordinate the work with the District's Project Lead, per the contact information and mailing addresses below:

DISTRICT PROJECT LEAD	**SUBCONTRACTOR**	**CITY**
Name: Irma Cuevas	Name: Aishwarya Kancharla	Name: Ashley Wilson
Address: 747 Mendocino Avenue – Suite 100	Address: 201 West Sierra Ave.,	Address: 201 West Sierra Ave.,
Santa Rosa, CA 95401	Cotati CA 94931	Cotati CA 94931
Phone: 707-565-3426	Phone: (707) 792-4600	Phone: 707-665-4222
Email: Irma.cuevas@sonomacounty.gov	Email: info@sandyloam.org	Email: awilson@cotaticity.gov

1.3 Performance Standard. City 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 City's representation of its Subcontractor's professional ability and training as a material inducement to enter into this Agreement. City hereby agrees to ensure that all services are provided 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 City's work by District shall not operate as a waiver or release. If District determines that any of City'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 City to meet with District to review the quality of the work and resolve matters of concern; (b) require City 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 City, the Subcontractor, or any of their officials, contractors, agents, or invitees for performance or activities under this Agreement engage with minors, City shall ensure or cause its Subcontractor to 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. City 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 City or its Subcontractor to perform work hereunder, City 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. City shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of District.

c. In the event that any personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of City's control, City shall be responsible for timely provision of adequately qualified replacements.

2. Payment For all services and incidental costs required hereunder, City shall be paid in accordance with the following terms: City 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 City for the term of the contract shall not exceed One Hundred Thirty-Seven Thousand Dollars ($137,000) without the prior written approval

of District. Total payments to City for the first year of the contract (date of execution – June 30, 2027) shall not exceed Thirty-One Thousand Dollars ($31,000). Total payments to City for the second year of the contract (through June 30, 2028) shall not exceed Forty-Five Thousand Five Hundred Dollars ($45,500). Total payments to City for the third year of the contract (through June 30, 2029) shall not exceed Sixty Thousand Five Hundred Dollars ($60,500). Three months prior to the commencement of each fiscal year covered by this Agreement, City 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.

City 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: 1634
- 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 City for services performed within the State of California under this Agreement, for payment and reporting to the California Franchise Tax Board, if City 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 City does not qualify as any of the foregoing, District requires that a completed and signed Form 587 be provided by the City in order for payments to be made. If City 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 City 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, City 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 City.

4. Termination.

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

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should City, including its Subcontractor, 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 City 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, City, 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, City 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 City 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, City 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 City.

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. City 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 City and/or Consultant, that arise out of, pertain to, or relate to City's and/or Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. City agrees to provide a complete defense for any claim or action brought against District based upon a claim relating to such City's and/or Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. City'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 City's expense, subject to City'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 City 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, City 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 City'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 City's performance of this Agreement shall be extended by a number of days equal to the number of days City 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 City 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 City shall be entitled to no compensation whatsoever for the performance of such work. City 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 City as a material inducement to enter into this Agreement. City 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 City's

work by District shall not operate as a waiver or release.

9.2 Status of Consultant. The parties intend that City, 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. City 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, City expressly agree that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 Taxes. City agrees to file or cause its Subcontractor 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. City 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 City'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, City agrees to furnish District with proof of payment of taxes on earnings under this Agreement.

9.4 Records Maintenance. City 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. City shall maintain such records for a period of four (4) years following completion of work hereunder.

9.5 Conflict of Interest. City 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. City and Consultant further covenant that in the performance of this Agreement no person having any such interests shall do work under this Agreement for City or Consultant. In addition, if requested to do so by District, City and/or Consultant shall complete and file, and shall require any other person doing work under this Agreement for City or Consultant to complete and file a "Statement of Economic Interest" with District disclosing City's, Consultant's, or such other person's financial interests.

9.6 Statutory Compliance/Living Wage Ordinance. City agrees to comply or ensure that its Subcontractor complies 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, City 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, City 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. City 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. City 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 City and/or Consultant in connection with this Agreement. City 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. City'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. City 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 City or its 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, City 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. City may retain copies of the above-described documents but agree 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 represent and warrants that it has authority to execute and deliver this Agreement on behalf of City.

9.12 Subcontracts. City and Consultant shall require Subcontractor and all other 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 City's and 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, other than the City's delegation to the Subcontractor, 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 CITY:

City of Cotati
201 West Sierra Ave.,
Cotati CA 94931
Phone: 707-665-4222

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. City, 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. City, 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.

CITY: CITY OF COTATI

By: _____
Damien O'Bid,
City Manager

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

APPROVED AS TO FORM FOR DISTRICT:

By: _____
Aldo Mercado,
County Counsel

Date: _____

CERTIFICATES OF INSURANCE ON FILE WITH DISTRICT:

By: _____
Sara Ortiz,
Administrative Aide

Date: _____

Exhibit A
Scope of Work

Gathered Leaves is an initiative designed to expand access for people with increased care needs to conserved land. Specifically, programs will serve young adults with developmental and intellectual disabilities and seniors. All programs will take place at Veronda-Falletti Ranch, a Cotati city-owned property stewarded in partnership by the City of Cotati and Sandy Loam.

The Gathered Leaves programs will be implemented as a phased, three-year initiative that builds on Sandy Loam's existing work by establishing consistent program rhythms in Year 1, expanding access and participation in Year 2, and reaching full implementation in Year 3. Evaluation and improvement will be embedded through participant feedback, staff observation, and iterative program design to ensure responsiveness to participant needs over time. Funding from Ag + Open Space will support the planning, outreach, implementation, and evaluation of the Gathered Leaves programs described below.

1. Gathered Leaves Livelihoods – Young Adult Program

a. **Scope of Request:** Funding will support Sandy Loam's work with young adults with neurodivergence and developmental and intellectual disabilities through a specially designed workforce readiness program. Experienced staff will guide participants in developing practical job skills and achieving personal, meaningful success through farm- and nature-based training. The program will help participants pursue their vocational goals while honoring each individual with grace, dignity, and skill, enabling them to develop personal interests and contribute meaningfully to their community.

b. **Program Leadership and Approach:** Sessions are facilitated by Sandy Loam's Program Manager, Happy Sattva, an experienced guide for disabled individuals in farm- and nature-based settings. Participants and their support staff co-establish agreements, goals, and accountability structures with Sandy Loam staff to practice employment skills, develop practical agricultural and ecological expertise, and strengthen independence.

c. **Program Structure:** Weekly sessions combine hands-on agricultural training, ecological literacy, native plant propagation, habitat restoration, and floriculture in real-life production contexts. Participants engage approximately 8 hours per week during the program cycle, supporting continuity, routine, and skill development over time. Programming is offered in small cohorts of 3–6 participants, with structured learning experiences and clear expectations that foster responsibility, skill acquisition, and self-determination. This program will launch at full implementation in Year 1, building on Sandy Loam's existing work in farm- and nature-based education for young adults with neurodivergence and developmental and intellectual disabilities.

Gathered Leaves Teahouse – Senior Wellbeing Program

a. **Scope of Request:** Funding will support the design, implementation, and ongoing refinement of Gathered Leaves Teahouse programming. The program will be directed by Aishwarya Kancharla and facilitated by bilingual Sandy Loam staff experienced in senior engagement, including Dr. Lisa Hirsch, a licensed clinician specializing in nature-based art, and Francisca Lizotte, a bilingual yoga and movement instructor. Programming is focused on meaningful social interaction, purposeful activity, and mental and physical wellbeing.

b. **Program Structure and Cohorts:** At full implementation, the program will meet weekly, including dedicated Spanish-language programming. Complimentary tea service will be central to enabling care and hospitality. Participants may choose to engage in guided programming or simply socialize and enjoy the space, ensuring accessibility and flexibility in alignment with Sandy Loam's Montessori

and relational ecology frameworks. We aim to serve 12–15 seniors per group, while accommodating

varying participation levels.

c. **Program Activities:** Sessions will include nature-based art workshops, gentle movement and wellness exercises, hands-on experiences with plants and herbs (including harvesting tea), collaborative tasks, and reflective discussion circles. These activities are designed to foster dignity, purpose, resilience, and social connection phased as following:
   i. In Year 1, the Teahouse will be introduced as a consistent semi-monthly gathering, with one program offered in English and one in Spanish, incorporating simple cultural elements such as curated music and shared time on the land to build trust and participation. Outreach will prioritize nearby senior housing communities where transportation support is available.
   ii. In Year 2, programming will expand to a weekly offering, increasing consistency and strengthening participant engagement.
   iii. In Year 3, the Teahouse will reach full expression, with expanded cultural programming and community-facing gatherings, with an emphasis on music and food. Art and movement will continue as core modalities for wellbeing.

2. Gathered Leaves Implementation Calendar

Year	Teahouse (Senior Program)	Livelihoods (Young Adult Program)	Ongoing Across All Years
Year 1 – Establishment	Semi-monthly gatherings (1 English, 1 Spanish); focus on building trust and consistent participation	2 days per week during program cycle; small cohorts (3–6 participants); full implementation with structured routines	Outreach and recruitment (including senior housing); bilingual program delivery; continuous evaluation and refinement
Year 2 – Expansion	Weekly gatherings (English + Spanish); increased participation and program consistency	2 days per week during program cycle; expanded cohorts and deeper skill development	Outreach and recruitment; bilingual program delivery; continuous evaluation and refinement
Year 3 – Full Implementation	Weekly gatherings with expanded cultural programming, including music series, and stronger community	2 days per week during program cycle; ongoing cohorts with increased independence and responsibility	Outreach and recruitment; bilingual program delivery; continuous evaluation and refinement

Exhibit B
Cost of Service

II. Gathered Leaves - Revised Cost Plan on an Annual Basis

The Gathered Leaves budget supports a phased, three-year implementation of the Teahouse and Livelihoods programs, with costs primarily driven by personnel required to deliver small-group, high-quality programming. A 10% administrative allocation supports the City of Cotati's financial management and program oversight.

Program Description	Year 1						Year 2						Year 3					
	BUDGET						BUDGET						BUDGET					
	Francisca	Lisa	Happy	Aishwarya	Cultural Programming Costs	TOTAL	Francisca	Lisa	Happy	Aishwarya	Cultural Programming Costs	TOTAL	Francisca	Lisa	Happy	Aishwarya	Cultural Programming Costs	TOTAL
Gathered Leaves Teahouse for Senior Wellbeing	$4,800	$413		$4,050	$424	$9,687	$9,450	$2,166		$6,804	$1,823	$20,243	$9,923	$3,638		$7,144	$12,118	$32,823
Gathered Leaves Livelihoods			$16,875	$1,620		$18,495			$17,719	$3,402		$21,121			$18,605	$3,572		$22,177
Administration Cost - City of Cotati (10%)						$2,818						$4,136						$5,500
TOTAL						**$31,000**						**$45,500**						**$60,500**
	ASSUMPTIONS						ASSUMPTIONS						ASSUMPTIONS					
	4 hours per week for 24 weeks.	Gathered Leaves Teahouse - two 3-hour art workshops (incl. admin)	10 hours at 30 weeks	5 + 2 hours p/ month	Food and Materials for Gathered Leaves Teahouse		4 hours per week for 45 weeks.	Six 5-hour workshops (incl. admin)	10 hours at 30 weeks	8 + 4 hours p/ month	Food & Materials for Gathered Leaves Teahouse		4 hours per week for 45 weeks.	24 workshops - 2 hours	10 hours at 30 weeks	8 + 4 hours p/ month	Food, Music & Materials for Gathered Leaves Teahouse	
	RATE SHEET - FY 27						RATE SHEET - FY 28						RATE SHEET - FY 29					
		Hourly Rate	Benefits	Total				Hourly Rate	Benefits	Total				Hourly Rate	Benefits	Total		
	Aishwarya Kancharla, Program Director	$54	$13.50	**$67.50**			Aishwarya Kancharla, Program Director	$57	$14.18	**$70.88**			Aishwarya Kancharla, Program Director	$60	$14.88	**$74.42**		
	Francisca Lizotte, Bilingual Program Coordinator	$40	$10.00	**$50.00**			Francisca Lizotte, Bilingual Program Coordinator	$42	$10.50	**$52.50**			Francisca Lizotte, Bilingual Program Coordinator	$44	$11.03	**$55.13**		
	Happy Sattva, Farm & Livelihoods Program Manager	$45	$11.25	**$56.25**			Happy Sattva, Farm & Livelihoods Program Manager	$47	$11.81	**$59.06**			Happy Sattva, Farm & Livelihoods Program Manager	$50	$12.40	**$62.02**		
	Lisa Hirsch, Licensed Professional Clinical Counselor. Bilingual Facilitator.	$55	$13.75	**$68.75**			Lisa Hirsch, Licensed Professional Clinical Counselor. Bilingual Facilitator.	$58	$14.44	**$72.19**			Lisa Hirsch, Licensed Professional Clinical Counselor. Bilingual Facilitator.	$61	$15.16	**$75.80**		

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 1634 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.