AGREEMENT FOR CONSULTING SERVICES

This agreement ("Agreement"), dated as of July 1, 2016 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Glen Price Group, (hereinafter "Consultant") a strategic planning and resource development firm a California corporation."

RECITALS

WHEREAS, Consultant represents that it is a duly qualified member in good standing of the American Association of Grant Professionals and experienced in providing assistance to agencies in identifying potential grant funding opportunities, writing and submitting proposals, providing staff training on grant writing, and providing coordination on multi-agency/multi-jurisdictional grant submissions, and related services; and

WHEREAS, in the judgment of the Board of Supervisors, it is necessary and desirable to employ the services of Consultant for providing such assistance to County departments and, when approved by the County's Grant Writer Program coordinator, to partner community-based organizations (CBOs).

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

<u>AGREEMENT</u>

I. Scope of Services.

- 1.1 <u>Consultant's Specified Services</u>. 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 <u>Article 7</u>. 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.
- 1.2 <u>Cooperation With County</u>. Consultant shall cooperate with County and County staff in the performance of all work hereunder.
- 1.3 <u>Performance Standard</u>. 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. County has relied upon the professional ability and training of Consultant 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 Contractor's work by County shall not operate as a waiver or release. If County determines that any of Consultant's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with County 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; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

- a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, 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 County.
- 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 County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County 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 County.
- 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. <u>Payment.</u> Consultant shall be paid an amount up to, but not to exceed, \$150,000 annually. Payment shall include:
 - (a) \$2,000.00 per month for twelve months to provide services outlined in the Scope of Work.
 - (b) Up to an annual maximum of \$51,000 annually for Comprehensive Proposal Development Services as described in Sections 1.4, 1.5, and 1.6 of the Scope of Work. Pricing for work completed under Section 1.4 of the Scope of Work will vary dependent upon degree of complexity, quality of existing material

available, amount of original research work needed, amount of collaborative/partnership development required, and other factors. The cost of each project will be determined by the Consultant and approved by the County Administrator's designee prior to the commencement of any work. Prior to commencing any work on an individual project proposal, Consultant and County shall execute a written memorandum specifying the specific work to be performed by Consultant and the specific amount to be paid by the County for such work. A general cost range for proposals is included in Exhibit "B." As requested by County staff and approved by the County, funds may be used for planning projects related to resource development.

(c) Up to an annual maximum of \$75,000 for additional support of departmental proposal development, staff development or funding opportunity monitoring and research. Pricing will vary dependent upon degree of complexity, quality of existing material available, amount of original research work needed, amount of collaborative/partnership development required, and other factors. A general cost range for proposals is included in Exhibit "B." The cost of each project will be determined by the Consultant and approved by the County Department Head and County Administrator's designee prior to the commencement of any work. Prior to commencing any work on an individual project proposal, Consultant and County shall agree upon a written scope of work specifying the work to be performed by Consultant and the specific amount to be paid by the County for such work.

<u>Compensation Changes</u>: Upon not less than 30 days prior written notice and approval by the County Administrator, Consultant may change the monthly and hourly rates up to a maximum of three percent (3%) per year, commencing one year from date of execution of this Agreement and not more than once every 12 months thereafter. The County Administrator's approval, although not guaranteed, will be determined based upon the annual change in the Bay Area Consumer Price Index and Consultant's demonstrated increased costs for doing business.

<u>Invoices/Payments</u>. Consultant shall submit its bills in arrears on a monthly basis in a form approved by the County Administrator. For services billed on a "per project" basis, the bills shall identify the specific services completed during the month and the amount charged for such services. For services billed on a "per hour" basis (i.e., the services described in subsections 2(b) and 2(c) above), the bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate(s) of the persons performing the task(s).

Unless otherwise noted in this Agreement, payments shall be made within the normal course of County business after presentation of an invoice in a form approved by the

County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County 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, County requires that a completed and signed Form 587 be provided by the Consultant in order for payments to be made. If consultant is qualified, then the County 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. By signing either form, the contractor agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Consultant has the option to provide County with either a full or partial waiver from the State of California.

3. <u>Term of Agreement</u>. The term of this Agreement shall be from July 1, 2016, to June 30, 2019, unless terminated earlier in accordance with the provisions of <u>Article 4</u> below. Notwithstanding the foregoing, County and Consultant may agree to extend the term of the Agreement for two (2) additional one-year periods by executing an amendment to this Agreement. Such extension and amendment shall be approved by the Board of Supervisors.

4. Termination.

- 4.1 <u>Termination Without Cause</u>. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Consultant.
- 4.2 <u>Termination for Cause</u>. 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, County may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.
- 4.3 <u>Delivery of Work Product and Final Payment Upon Termination</u>. In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to County all materials and work product subject to Section

- <u>9.10</u> (Ownership and Disclosure of Work Product) and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.
- 4.4 Payment Upon Termination. Upon termination of this Agreement by County, 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 County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Consultant.
- 4.5 <u>Authority to Terminate</u>. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or County Administrator, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.
- Indemnification. Consultant agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, 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 County 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 apply whether or not there is concurrent or contributory negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County 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. <u>Insurance</u>. 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 "C", which is attached hereto and incorporated herein by this reference.

- 7. <u>Prosecution of Work</u>. 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. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, 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 Department Head in a form approved by County Counsel. The Board of Supervisors/Purchasing Agent must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County 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 County.

9. Representations of Consultant.

- 9.1 <u>Standard of Care</u>. County 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 County shall not operate as a waiver or release.
- 9.2 <u>Status of Consultant</u>. 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 County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County 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 <u>Taxes</u>. 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 indemnify and hold County 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 County is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish County with proof of payment of taxes on these earnings.
- 9.4 <u>Records Maintenance</u>. 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 County 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 <u>Conflict of Interest</u>. 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 be employed. In addition, if requested to do so by County, Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Consultant's or such other person's financial interests.
- 9.6 <u>Statutory Compliance/Living Wage Ordinance</u>. Contractor agrees to comply with, and to ensure compliance with from its subcontractors, 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, Contractor 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 <u>Nondiscrimination</u>. 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 County'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 <u>AIDS Discrimination</u>. 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 <u>Assignment of Rights</u>. Consultant assigns to County 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 County 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 County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. 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 County.
- 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 County. County 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 County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County 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 County.
- 9.11 <u>Authority</u>. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Consultant.
- 10. <u>Demand for Assurance</u>. 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 Article limits County's right to terminate this Agreement pursuant to Article 4.

- 11. <u>Assignment and Delegation</u>. 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 Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY:

Michelle Arellano

County Administrator's Office 575 Administration Dr. #104

Santa Rosa, CA 95403

Michelle.Arellano@sonoma-county.org

TO: CONSULTANT:

Glen Price Group 719 El Cerrito Plaza El Cerrito, CA 94530

aaron@glenpricegroup.com

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill 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, bills 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 <u>No Waiver of Breach</u>. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.
- 13.2 <u>Construction</u>. 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 County 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 County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.
- 13.3 <u>Consent</u>. 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 <u>No Third Party Beneficiaries</u>. 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 <u>Applicable Law and Forum</u>. 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 <u>Captions</u>. 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 <u>Merger</u>. 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. <u>Survival of Terms</u>. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 13.9 <u>Time of Essence</u>. Time is and shall be of the essence of this Agreement and every provision hereof.

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

CONSULTANT:	COUNTY: COUNTY OF SONOMA				
Glen Price Group By:	CERTIFICATES OF INSURANCE ON FILE WITH AND APPROVED AS TO SUBSTANCE FOR COUNTY:				
Name: <u>Carthin Lawrace-lombs</u> Title: <u>Vice President</u>	By: Michelle Gullan Michelle Arellano				
Date: 07/06/16	Date: 7 II IC APPROVED AS TO FORM FOR COUNTY:				
	By: County Counsel				
	Date: 7/12/16				
	By: Chair, Board of Supervisors				
	Date: July 12, 2016				
	ATTEST: Veronica A. Ferguson Clerk of the Board of				
	Supervisors				

1 Scope of Work

1.1 Determination of Staff Training and Proposal Development Needs

At the initiation of this contract, Glen Price Group (GPG) staff will engage County of Sonoma department heads as directed by the County Administrator's Office to determine: priorities for outside funding, potential funding prospects, and staff development needs. If possible, the County Administrator's Office (CAO) will facilitate the introduction of the GPG's work and contract during one of the monthly department head meetings after which GPG will schedule one-on-one meetings with department heads.

An important focus of this work will be the identification of staff training needs, potential staff training participants, and coordination of staff training needs with department strategic planning and proposal development activities. Working with department heads and designated staff, GPG will discuss opportunities to assist with departmental team building, multi-departmental efforts, support for the development of public/private partnerships, and assistance in relationship development/building initiatives with funding agencies.

The County will provide GPG with a supervising point of contact in the County Administrator's office who will provide GPG with any necessary guidance with regard to County priorities, procedures, and protocols.

1.2 Prospect/Opportunity Identification

As a core service provided to the County of Sonoma, GPG will monitor relevant federal, state, and private funding opportunities through both online search and data systems, and through personal relationships with donors and grantmakers.

1.2.1 Funding Opportunities Report

The GPG will scan funding opportunities for Sonoma County and, on a regular basis, GPG will produce a Funding Opportunities Report that will be emailed to the County Administrator's Office and to designated Sonoma County personnel. As detailed in the GPG proposal submitted to the County of Sonoma in response to the "Grant Writer Services and Grants Locator Services" RFP, this newsletter will direct departments to specific opportunities described on eCivis' *Grants Network: Research*. If the County selects a different provider than eCivis for grant research services, GPG will align its work with their systems in a similar fashion. To facilitate this work, the County of Sonoma will provide GPG with a minimum of three *Grants Network: Research* accounts. GPG will complement the eCivis database with its own subscription to the "Foundation Directory," which GPG will provide to the County at no additional charge to conduct private foundation-related research for County departments and projects.

1.2.2 Bid/No-Bid Analysis

As potential funding opportunities are identified that are of interest to Sonoma County, GPG will facilitate a "go/no-go" or "bid/no bid" decision-making process. This incorporates an analysis of the feasibility of pursuing a given opportunity. The "bid/no bid" analysis will take into consideration some or all of the following factors (as well as any others identified by the County):

- ✓ Existing or anticipated County program or need;
- ✓ Level of potential competition and potential for successful grant procurement;
- ✓ Impact of proposal preparation process on County staff;
- ✓ Potential benefits for the County; and
- ✓ Any identifiable advantages/disadvantages of grant and contract award.

The "bid/no bid" analysis will be formulated in conjunction with authorized County representatives who will then approve GPG proceeding with next steps on proposals and/or related work.

Outcome/Product: The Glen Price Group will provide the County with Funding Opportunity Reports for public (federal and state) funding prospects. As directed by the County, GPG will execute bid/no bid analyses of opportunities as they arise. Based on the outcome of the bid/no-bid analysis, GPG will begin the proposal development process.

1.3 Staff Training

Formal Staff Training sessions will be convened to:

- ✓ Optimize the working relationships between GPG and County staff in the identification, development, and submittal of high-impact grant applications;
- ✓ Upgrade the ability of County staff to conceptualize, develop, write, and produce proposal contents and procure grant funding; and
- ✓ Link the grant seeking process to departmental strategic planning.

1.3.1 Clarification of Department and Consultant Roles

In working with County staff, GPG will strive to maximize the input of County staff in proposal development, while minimizing to the extent desired the impact of proposal production on day-to-day workflows. However, particularly in the development of major technical proposals, there are key roles that must be played by County staff, and others where the GPG team can take the lead. Customized work plans will be developed for each proposal, detailing the sequence of tasks and the parties responsible.

1.3.2 Proposal Development and Strategic Planning

GPG will hold a minimum of two (2) group workshops for County department staff to develop across the board grant seeking techniques and link proposal development to departmental and multi-department strategic planning. As directed by the County, both workshops will include participation of key non-County collaborative partners including community-based organizations (CBOs), city agencies, and others. The workshops will:

✓ Provide a basis for linking fund development efforts to County and department strategic plans;

- ✓ Provide concrete tools for use in increasing the quality of funding proposals and development of high-impact financial development activities;
- ✓ Further develop the strength and quality of both internal and external linkages and collaboration relating to creative program and proposal development activities; and
- ✓ Provide an overview of the range and relevance of different prospect research and development techniques and tools for their direct incorporation into participants' ongoing grant seeking activities.

An entry-level workshop ("Grant Seeking [and Obtaining!] Fundamentals) will be held to educate staff regarding the identification of RFP opportunities, evaluation of the potential match between funder and department need (including "go/no-go analysis"), and review of the basic ingredients of a well-written proposal. The proposal development and grant procurement process will be presented as a continuous process, involving all of the phases illustrated by the proposal development flow chart.

Through guided exercises grounded in real-life examples, participants will gain additional skills in:

- Development of the marketing concept as the key central organizing principle of a proposal;
- ✓ Bid/no-bid analysis, proposal anatomy, and proposal development timelines; and
- Crafting goals, objectives, and outcomes.

In the spring, the entry-level workshop will be repeated, or, based on work with department heads and designated staff, an advanced level workshop will be held for department and multi-department teams. The advanced workshop will assist teams to develop year-round plans for relationship development with funders, funder or program specific accountability/evaluation systems, proposal development calendars, and identification of research/assessment needs.

Outcome/Product: During ongoing work with department representatives, GPG staff will incorporate role clarification exercises and proposal development training as a feature of all proposal development activities. Two (2) training workshops will be held each year.

1.4 Comprehensive Proposal and Development Services

1.4.1 Proposal Development Sequence

Following the bid/no-bid analysis and a decision to proceed, the GPG process for proposal development will generally involve the following key steps:

✓ Develop and submit for approval to the County Administrator's Office (and relevant Department head as necessary) a cost estimate for the proposal development work. Work will proceed following approval by the County Administrator's Office (and where necessary, the relevant Department Head(s)).

- ✓ Strategy session with key department or program staff Work Plan Development.
- ✓ Concept paper and concept budget development. Sign-off by relevant County staff on program and budget concepts.
- ✓ Iterative narrative and collateral material circulated to relevant staff.
- ✓ Proposal Schedule. A planning tool that outlines document review, feedback, and turnaround time protocols for stakeholders in the grant proposal. The Proposal Schedule is informed by County staff availability, established during Step 1 - the strategy session.
- ✓ Focused and facilitated meetings to review materials as needed at key junctures.
- On-going web-based sharing of proposal and collateral materials for ease of access and communications.
- ✓ Final sign-off and submission of proposal documents to funding agency.
- ✓ Proposal follow-up activities.

1.4.2 Strategy Session(s) and Information Gathering/Proposal Work Plan

GPG work with Sonoma County staff on any particular grant application will be customized to best answer the RFP issued by the funding agency, and maximize the efficient use of County staff and expertise. After identifying a possible match between a County program and funding source and execution of the bid/no-bid analysis, the GPG will meet with the appropriate County staff person(s) to gather information about the proposed or existing project. This information can include written materials, web site sources, field visits to programs or sites, and conversations with experts from the County department. Following this preliminary strategy session, the GPG will prepare a work plan detailing the schedule and responsibilities for proposal production. At this stage, County staff responsible for developing or securing any needed materials are identified and notified of appropriate deadlines.

1.4.3 Concept Paper Development

Following the strategy session, GPG will write a concept paper, drawing on the program and service objectives of the County, and matching these needs to the funder's stated goals. The concept paper is generally 2-3 pages and concisely captures the essence of the project including major partners, goals, outcomes, any specific requirements of the funder, and a summary budget.

GPG views the concept paper as a pivotal aspect of the proposal development process. The articulation of the concept paper is an interactive process, and its ultimate success depends on the input and serious editorial review of designated County staff. The concept paper summarizes the

key goals of the program and the budget amounts necessary to successfully implement and launch the project. It also details necessary commitments by County Departments in the form of matching requirements, staff time, reporting, and/or evaluation. To the extent that communication with project partners or supporters is a necessary part of the project, the concept paper becomes an invaluable communication tool, enabling stakeholders to quickly understand the essence of the proposed program.

1.4.4 Narrative and Collateral Material Development – Facilitated Review Sessions

The concept paper evolves into a proposal as the narrative expands, program goals are further defined, evaluation criteria are identified, and the budget is fine-tuned. Key attachments, letters of support, and other required materials are produced.

As necessary, GPG will facilitate focused meetings to review materials at key junctures that will generally involve at least two full drafts of the proposal. These meetings can be face-to-face, via conference call, electronic, or a combination. The goal of these meetings will be to:

- ✓ Sharpen the focus of the proposal;
- ✓ Assure that all relevant program and service data are included in the request;
- ✓ Verify that the budget line items match project needs and stated activities;
- ✓ Reflect in the proposal any recent changes in the County's political, financial, physical, or service environment.

1.4.5 Online Access to Proposal Materials and Resources

If desired by County staff, GPG will establish a secure online sharing system for access to proposal materials. All materials developed for the County of Sonoma, including concept papers, proposal drafts, and proposal resources, will be posted, providing continuous access to this information.

1.4.6 Proposal Submission and Follow-Up

GPG will work with Sonoma County staff to develop appropriate follow-up strategies while proposals are pending, following award, or in the case that proposals are denied.

1.4.7 Other Projects

As directed by the County, GPG will work to support resource development projects beyond grant proposal development. This work could include analysis of potential private and public funding opportunities, development of pre-proposal and ancillary materials, and strategy development.

1.5 Pre-Proposal Development Services

As determined by the County, GPG will be available to assist with miscellaneous writing and research projects related to grant and contract procurement to include concept paper development, Letters of Intent/Inquiry, and specialized research. GPG will execute tasks as assigned in this area as specified under section 2.0 (b) of the "Agreement for Professional Services."

1.6 Additional Tasks

The Glen Price Group will be available to work with County staff to leverage the County's investment in proposals and related materials, by providing County staff with the graphics and materials utilized in proposals for use as:

- ✓ Power Point and multi-media presentations
- Publications
- ✓ Web pages

GPG will also make available through its Sonoma County Funding Opportunity News web site the results of research and information gathered during the proposal development and staff training process.

1.7 Measuring Success

GPG will provide monthly written reports, in a format approved by the County, that document all efforts undertaken in the previous month, including but not limited to: proposals in progress, cumulative grants submitted, cumulative grants awarded and their respective amounts, and staff training conducted. These reports will be submitted with GPG's monthly invoice for services.

Additionally, status meetings will be scheduled, as deemed necessary, by the County or GPG.

GPG will work with County staff to measure the effectiveness of the staff training and grant writing services provided. Evaluation criteria will include but not be limited to:

- ✓ Increase in grant funding over prior periods;
- ✓ Increase in number of proposals submitted over prior periods; and
- ✓ Increase in County grant seeking capacity through improved staff capabilities and access to proposal development resources.

Outcome/Product: The primary outcome is the production of high-quality proposals that respond to defined County needs and secure grants. The proposal development process involves an accountability system for GPG and all participants, as defined by the agreed-upon work plan. For each proposal, a concept paper will be developed, defining key aspects of the project. Proposal development materials will be shared with relevant County staff through secure web-based file sharing systems.

Exhibit B

2 Proposal and Hourly Pricing

The following table describes a framework for pricing individual proposal projects. Items affecting where a particular project will land on the scale include: degree of complexity, quality of existing material available, amount of original research work needed, amount of collaborative/partnership development required, and other factors.

Fixed-fee Rate Sheet for Proposal Development*						
Proposal Type	Rate					
Foundation	\$500 - \$15,000					
State of California	\$5,000 -\$20,000					
Federal	\$7,500 –\$50,000					

*The Glen Price Group (GPG) will set fixed-fee rates for proposal development subject to negotiation with the County of Sonoma based on the specific requirements and complexities of each project. Fixed-fee rate quotes cover all costs, including all personnel, materials, supplies, and travel except where specifically noted otherwise. For fixed-fee projects, GPG will typically invoice for 50% of the total fee at the initiation of work and 50% at the conclusion of the project.

For hourly agreements, GPG will invoice based on hours worked according to the rate for the position indicated on the chart below. Number of hours to be worked by position will be cleared prior to initiation of work.

Rate sheet for hourly billing**						
Position	Rate					
President	\$180					
Vice President	\$170					
Senior Associate	\$160					
Associate	\$125					
Support Associate	\$90					

**The Glen Price Group invoices for hourly work once at the beginning of each month for work completed the previous month. Invoices include a brief description of the work performed, the date the work was executed, the number of hours dedicated to the work, and the name of the staff person who completed the work. An indirect cost fee of 10% is added to all hourly billings.

Exhibit __C__

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.

1. 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.

2. 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 \$25,000 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. County of Sonoma, its officers, agents and employees, 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 noncontributory 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. Copy of the additional insured endorsement or policy language granting additional insured status; and
- ii. Certificate of Insurance.

3. Automobile Liability Insurance

- a. 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.
- **b.** 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.
- c. Insurance shall cover hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

4. 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.

5. Documentation

- a. The Certificate of Insurance must include the following reference: Glen Price Group Contract.
- **b.** 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.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: County Administrators Office - County of Sonoma, 565 Administration Drive, Suite 104A, Santa Rosa, CA .95403.
- d. 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.
- e. 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.
- f. Upon written request, certified copies of required insurance policies must be provided

within thirty (30) days.

6. Policy Obligations

Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

7. 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.







Exhibit D Waiver of Insurance Requirements

Exhibit waiver of insurance Requirements							
This Exhibit modifies the insurance requirements as specified in Exhibit							
Department CAO Department Contact Michelle Arellano Phone 565-3776							
Contractor, Consultant, Vendor, Licensee, Tenant The Glen Price Group							
Contact Person Aaron Price Phone 510-926-0590							
Contract Term July 1, 2016 - June 30, 2019 Contract Cost \$150,000 annually Template #							
Was there an RFP/RFQ or other competitive process for this agreement? Yes ✓ No							
If yes, was an exception to the Insurance Requirements noted in the Vendor's proposal? Yes No_✓							
 If only Section I waivers are required, submit to your Department Head or designee for signature. <u>Do not submit to Risk.</u> If only Section II waivers, or a combination of Section I and II waivers, are required, <u>submit to Risk.</u> 							
Section I - Department Waivers - (Must be designated "Department Waiver" in the Template Assistant)							
Requirement to be Waived and Reason							
□ Workers Compensation: Waive Subrogation Waiver.							
☐ General Liability: Waive General Aggregate per location or per project; General Aggregate is at least double the Occurrence Limit.							
☐ General Liability: Waive requirement for Subrogation Waiver because insurer will not provide the coverage.							
☐ General Liability (Suppliers of Products): Waive "Additional Insured – Vendors". County does not distribute the product to the public.							
☐ General Liability (Special Events): Waive Products/Completed Operations Coverage. Licensee will not sell or distribute food or other tangible items at the event.							
☐ General Liability (Instructors/Trainers): Waive General Liability. Training does not involve the use of hazardous equipment, participation in physical activity, or medical training.							
General Liability (Therapists, Counselors, Social Workers and Psychologists): Waive General Liability. All services are provided in the consultant's office or on County premises and acceptable evidence of professional liability insurance has been provided.							
Auto Liability: Waive coverage and/or limits. Consultant or Contractor does no driving on behalf of the County or the driving is limited to attendance at meetings at County/Entity facilities.							
☐ Auto Liability (Suppliers of Products): Waive coverage because vendor's goods are delivered by common carrier or contract carrier.							
□ Property Insurance (Long Term Tenants): Waive Property Insurance requirement. Tenant has not made improvements to the property or the current construction cost of the improvements is less than \$25,000.							
☐ Mold Liability: Landlord cannot obtain the insurance.							
☐ Standards for Insurance Companies: Waive A.M. Best's rating requirement.							
1/h							

Approved by Department Head, Department Designee or Risk Management

Date

Section II - Risk Management Waivers

General Liability Waivers

Submit to Risk with the agreement including the Scope of Work.

□ Waive requirement for coverage Reason: ☐ Waive requirement for additional insured endorsement Reason: ☐ Waive primary & non-contributory language (if evidence is required) Reason: ___ **Auto Liability Waivers** ☐ Accept lower limits Reason: ☐ Waive hired & non-owned auto liability **Workers Compensation Waivers** ☐ Waive requirement for subrogation waiver endorsement (if required) Reason: **Professional Liability Waivers** □ Waive requirement for coverage Reason: ___ ☐ Accept lower limits Reason: **Pollution Liability Waivers** □ Waive requirement for coverage Reason: □ Accept lower limits Reason: ____ ☐ Waive requirement for additional insured endorsement Reason: **Other Waivers** □ Describe: Approved by Risk Management Date

Ver. 11/01/2015

Send



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/20/2018

THIS CERTIFICATEIS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

If SUBROGATION IS WAIVED, subject to the terms and conditions	the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. of the policy, certain policies may require an endorsement. A statement on this					
certificate does not confer rights to the certificate holder in lieu of	CONTACT					
BERKELEY INS & FINANCIAL SVCS INC	NAME: PHONE (A/C, No, Ext): (510) 984-0161 [FAX (A/C, No, Ext): (510) 248-4150					
141575 P:(510) 984-0161 F:(510) 248-41 555 PIERCE STREET CML2						
	INSURER(s) AFFORDING COVERAGE NAIC#					
ALBANY CA 94706	INSURERA. Hartiota Accident and indemnity company					
INSURED	INSURER B:					
CLEM DRIGH CROHE	INSURER C:					
GLEN PRICE GROUP	INSURER D:					
719 EL CERRITO PLZ	INSURER E :					
EL CERRITO CA 94530	INSURER F:					
COVERAGES CERTIFICATE NUMBER:	REVISION NUMBER: LOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD					
INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CON	IDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE					
INSR TYPE OF INSURANCE ADDL SUBR POLICY NUMBER INSR WVD	R POLICY EFF POLICY EXP LIMITS (MM/DD/YYYY) (MM/DD/YYYY)					
COMMERCIAL GENERAL LIABILITY	EACH OCCURRENCE \$					
CLAIMS-MADE OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence)					
	MED EXP (Any one person) \$					
	PERSONAL & ADV INJURY \$					
GEN'L AGGREGATE LIMIT APPLIES PER:	GENERAL AGGREGATE \$					
POLICY PRO- JECT LOC	PRODUCTS - COMP/OP AGG §					
OTHER:	\$					
AUTOMOBILE LIABILITY	COMBINED SINGLE LIMIT (Ea accident)					
ANY AUTO	BODILY INJURY (Per person) \$					
OWNED SCHEDULED AUTOS ONLY AUTOS	BODILY INJURY (Per accident) §					
HIRED NON-OWNED AUTOS ONLY AUTOS ONLY	PROPERTY DAMAGE (Per accident)					
	\$					
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EXCESS LIAB CLAIMS-MADE	AGGREGATE \$					
DED RETENTION \$	ş					
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	X PER OTH- STATUTE ER					
ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N OFFICER/MEMBER EXCLUDED?	E.L. EACH ACCIDENT \$1,000,000					
A (Mandatory in NH) 57 WEC AB61	10/26/2017 10/26/2018 E.L. DISEASE- EA EMPLOYEE \$1,000,000					
If yes, describe under DESCRIPTION OF OPERATIONS below	E.L. DISEASE - POLICY LIMIT \$1,000,000					
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Scheduler)	dule, may be attached if more space is required)					
Those usual to the Insured's Operations						
provided In accordance with Form WC 99	03 94, attached to this policy.					
CERTIFICATE HOLDER	CANCELLATION					
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE					
	DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
COUNTY OF SONOMA	AUTHORIZED REPRESENTATIVE					
575 ADMINISTRATION DR # 104	Susan S. Castaneda					

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SANTA ROSA, CA 95403



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/20/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the

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	1811 Santa Rita Road				CHONE		3-8300	FAX (A/C, No): 5	10-849	9-8665
	Suite 210					ss: jill@jillcas				
ſ	17471 FASE							DING COVERAGE		NAIC#
Ŀ	Pleasanton, CA 94566				INSURE	R A : State Far	m General Ins	urance Company		25151
INSL	The Glen Price Group				INSURER B : State Farm Mutual Automobile Insurance Company 25178					25178
	719 El Cerrito Plaza				INSURE	RC:				
	El Cerrito, CA 94530				INSURER D:					
					INSURER E :					
					INSURE	RF:		DEVICION NUMBER.		
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	92							PERSONAL & ADV INJURY	\$	2,000,000
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	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT :	\$	
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The County of Sonoma, Its Officers and Employees					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN					
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County Administrator's Office										
575 Administration Dr #104				AUTHORIZED REPRESENTATIVE						
S	Santa Rosa, CA 95403									

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