

Standard Professional Services Agreement ("PSA")

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ("Agreement"), dated as of April 7, 2021 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Catch Creative (hereinafter "Consultant"), a California limited liability corporation.

R E C I T A L S

WHEREAS, Consultant represents that it is a duly qualified in branding, design, marketing, communication, and supporting the successful implementation of a comprehensive brand strategy;

WHEREAS, the Russian River area has been a vacation spot and outdoor destination location for the North Bay region and the world for more than 100 years;

WHEREAS, use and overuse of the river watershed has brought great economic benefits while also creating challenges;

WHEREAS, the increasing popularity of the area exacerbates consequences of poor stewardship;

WHEREAS, the County's goal is to shift the dynamic from thoughtless overuse to conscious stewardship for the benefit of all, promoting the Russian River as an environmental, cultural, and economic gem rich in natural beauty, deserving and needing of protection.

WHEREAS, in 2019 the Russian River region was hard hit by a flood which exacerbated the need for economic and environmental revitalization of the area;

WHEREAS, in the judgment of the County of Sonoma, it is necessary and desirable to employ the services of Consultant for assistance in brand and marketing campaign development to promote the Russian River's environmental, cultural, and economic health and resiliency.

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

A G R E E M E N T

1. Scope of Services.

1.1 Consultant's Specified Services. Consultant shall perform the services described in Exhibit "A," attached hereto and incorporated herein by this reference (hereinafter "Scope of

Work"), and within the times or by the dates provided for in Exhibit "A" and pursuant to Article 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.

1.2 Cooperation With County. Consultant shall cooperate with County and County staff in the performance of all work hereunder.

1.3 Performance Standard. Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. County has relied upon the professional ability, experience, 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 Consultant's services or 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, standard of care, or legal requirements, 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.

As to all images, brands, concepts, inventions, materials, and work and deliverables (of any nature, whether tangible or intangible) provided under this Agreement, Consultant represents and warrants that all such work and/or deliverables shall not infringe on any patent, copyright, trademark or service mark of another person nor is a trade secret of any other person.

Consultant shall perform a due and diligent inquiry into the intellectual property rights in and to any program, process, composition, writing, equipment, appliance or device, or any trademark, service mark, logo, idea or any other work or invention of any nature or any other tangible or intangible property whatsoever that the Consultant furnishes, develops, provides or uses in the in the performance of this Agreement.

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. With respect to performance under this Agreement, Consultant shall employ or retain the following key personnel:

Ryan O'Halloran, Account Manager. Daily project management.

Brandt Mandrier. Principal for creative direction and strategic and account management.

Alex Roa, Project Manager (retained subconsultant). Manage the daily operations, serve as primary contact to the overall project, oversee deliverables, and report progress.

- 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.
- d. Except as specified above, no other subconsultant or contractor shall be used or retained by Consultant in performing services under this Agreement absent prior written consent by County. In the event of any subconsulting, all subconsultant costs and expenses shall be "at cost" and with no markup or other charge to County by Consultant. In addition, Consultant shall not charge County for any of Consultant's procurement, contracting, facilitation, or management expenses related to any subconsultants.

2. Payment. For all services and incidental costs required hereunder, Consultant shall be paid in accordance with the following terms:

For all services and incidental costs required hereunder, Consultant shall be paid on a time and material/expense basis for services provided, and expenses incurred, in accordance with the total not to exceed amounts identified in Exhibit "A" Scope of Work, and all rates and costs set forth in Exhibit "B" attached hereto, provided, however, that total payments to Consultant shall not exceed \$110,000, without the prior written approval of County. Consultant exceeds the *shall not exceed* amount entirely at its own risk. Consultant shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. 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 or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable

materials/expenses, if any. Expenses not expressly authorized by this Agreement shall not be reimbursed.

Notwithstanding, the above stated Not To Exceed amount is not guaranteed. County reserves the right to evaluate services rendered, progress and quality as to deliverables, and any other consideration deemed material by County, and in the event County elects to exercise its right to terminate pursuant to Article 4 below, payment to Consultant shall be as provided in said Article 4.

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 Consultant 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. Term of Agreement. The term of this Agreement shall be from the Effective Date to December 31, 2021 unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

4.1 Termination Without Cause. 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 five (5) days written notice to Consultant.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

4.3 Delivery of Work Product and Final Payment Upon Termination.

In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to County all reports, original drawings, graphics, plans, studies, and other data, documents, or materials, in whatever form or format, assembled or prepared by Consultant or Consultant's subconsultants, consultants, and other agents in connection with this Agreement 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 reimbursable expenses properly 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 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or the County Administrator shall have the authority to terminate this Agreement on behalf of the County.

5. 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. Insurance. With respect to performance of services under this Agreement, Consultant shall maintain and shall require all of its sub-consultants, consultants, and other agents to maintain,

insurance as described in Exhibit "C", which is attached hereto and incorporated herein by this reference. Consultant shall comply with all other insurance requirements as stated in Exhibit "C."

7. Prosecution of Work. The execution of this Agreement shall constitute Consultant's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

8. 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 exceed the delegated signature authority of the Department Head 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 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 Standard of Care. 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 Status of Consultant. The parties intend that Consultant, in performing the services specified herein, shall act as an independent Consultant 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 No Suspension or Debarment. Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from

participation in covered transactions by any public entity or department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Consultant becomes debarred, consultant has the obligation to inform the County.

9.4 Taxes. Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to 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.

9.5 Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

9.6 Conflict of Interest. Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a conflict of interest under state or federal 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" (e.g., the California Fair Political Practices Commission's Form 700) with County disclosing Consultant's or such other person's financial interests.

9.7 Nondiscrimination. Without limiting any other provision hereunder, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination 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 Statutory Compliance/Living Wage Ordinance. Consultant agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing,

Consultant expressly acknowledges and agrees that this Agreement may be 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.

9.9 AIDS Discrimination. Consultant agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS, HIV condition, whether actual or perceived.

9.10 Assignment of Rights. 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, or Consultant's subconsultants, consultants, and other agents, 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 Agreement or any other related project without first obtaining written permission of County.

9.11 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, brands, messaging concepts, materials, plans, studies, and other data, documents, materials, and deliverables (*collectively and individually, "Product"*), in whatever form or format, assembled or prepared by Consultant or Consultant's subconsultants, consultants, and other agents or contributors in connection with this Agreement, is "work of hire" for the exclusive use (including non-use), benefit, licensing (including sub-licensing), and profit of County, inclusive of all rights and all-media rights (including for all now-known and any future-invented media), and as such shall be the sole property of County in perpetuity, with all right, title, and interest. To the extent of any artist or other rights or interests as to any of the Product, all such rights and interests shall be transferred, assigned, enjoyed, and retained by County and in no event shall Consultant, or any subcontractor, agent, artist, or contributing person, be entitled to any future income, control, retention, and/or reservation as to any Product or its use or non-use. County shall be entitled to immediate possession, ownership, and unrestricted use and re-use of such Product, including the right to alter, publish, distribute, re-purpose, and profit, upon completion of the work and payment by County as provided in this Agreement.

Upon expiration or termination of this Agreement, Consultant shall promptly deliver to County all such Product which has not already been provided to County, in such form or format as County deems appropriate. Such Product shall be and will remain the property of County without restriction or limitation. As limited exception to this Agreement otherwise

constituting a complete work for hire, Consultant may personally use the completed project and any preliminary designs for the purpose of design competitions, future publications on design, educational purposes and the marketing of the Consultant's business. No other uses are permitted. Where applicable the County will be given any necessary credit for usage of the project elements.

9.12 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Consultant.

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 and cause for termination. 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. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12. Method and Place of Giving Notice, Submitting 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:

Elise Weiland
Sonoma County Board of Supervisors
District 5
575 Administration Dr., Rm. 104A
Santa Rosa, CA 95403
(707) 565-2866 – telephone
(707) 565-3778 – facsimile
Elise.Weiland@Sonoma-County.org

TO: CONSULTANT

Ryan O'Halloran
Catch Creative
437 Hudson Street

Healdsburg, CA 95448
(707) 473-8458 - telephone
_____ - facsimile
ryan@catchcreative.co - email

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 No Waiver of Breach. The waiver by County of any breach of any provision contained in this Agreement shall not be deemed to be a waiver of such provision or of any subsequent breach of the same or any other provision contained in this Agreement.

13.2 Construction. 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 or any provision thereof, 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, preparation, and execution 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.

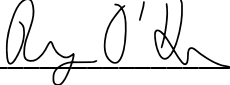
13.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement 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, assignments of rights, records retention requirements, 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.

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

CONSULTANT: CATCH CREATIVE

By: 

Name: Ryan O'Halloran

Title: Partner

Date: 4/7/21

COUNTY: COUNTY OF SONOMA

CERTIFICATES OF INSURANCE ON
FILE WITH AND APPROVED AS TO
SUBSTANCE FOR COUNTY:

By: _____
Chair, Board of Supervisors

Date: _____

APPROVED AS TO FORM FOR COUNTY:

By: _____
County Counsel

Exhibit "A"

Scope of Work

Phases are described with time and total cost budget estimates. Consultant shall use best efforts to adhere to the stated timeframes and budgets. County reserves the right to extend time and/or add budget, in its sole discretion.

For each Phase, Consultant shall promptly notify County when Consultant's then-accumulated expenses for the respective Phase amount to half the stated budget for each Phase. Notification shall be due independent of Consultant's monthly invoices for regular payment.

At the completion of each Phase, County and Consultant shall confer regarding subsequent Phase(s), budget, and other factors that may affect completion of the overall project and campaign. County reserves the right to reduce scope of any Phase and/or the related budget, or to not proceed with any later Phase. Consultant shall not proceed with any subsequent Phase unless approved in writing by County.

Other than Phase 1, County does not guarantee any subsequent Phase(s) of work. This Agreement is non-exclusive and County reserves the right to separately procure same or similar services from other consultants or suppliers.

PHASE 1: RESEARCH, DISCOVERY, PLANNING (Estimated timeframe: May 1, 2021 – June 1, 2021; Estimated total cost not to exceed \$25,000)

General Project Kick-Off

Meetings with key personnel to establish at least the following criteria:

- Conduct an existing content audit
- Refine project goals,
- Determine project management,
- Establish review/approval process,
- Outline channels of communication.
- Establish a timeline.

- Determine amount of Consultant/County resources and investment necessary for completion of Phase 1.

Assess Current Situation, Research & Discovery

Meetings with stakeholders and partners as organized in collaboration with the Confluence, Elise Weiland project manager, to identify overlapping objectives and interests. Consider environmental and social data, especially in areas intended for improvement. Assess the creative landscape in the region (including non-profits and for-profits), to determine areas of alignment and strategic advantage (e.g. local businesses who have similar interests and might be suitable partners).

Conduct digital research to understand who, when, where and how people are most likely to engage with the Russian River. Leverage geo tracking tools such as Placer to fully understand who the audience is, and what are their habits and interests.

Review information to best understand the issues and leverage data (e.g., SFEI's California Trash Monitoring Methods and Assessments Playbook).

Perform primary research and observation. Physically spend time at trash hot spots to observe and log people's habits to best understand the challenge and potential solutions.

In addition to general population assessment and research, Consultant shall include outreach strategies for Latinx and Spanish-speaking communities.

Develop Brand Strategy

Facilitate Strategy Sessions. Based on the above research, develop key themes and areas of focus for a campaign. Develop specific metrics to monitor during the campaign, particularly related to community engagement, environmental health, and social issues. Begin to work with local organizations, companies, and individuals to outline strategic partnerships during the campaign with a diverse set of partners (including agricultural, recreational, tourism, and environmental interests). Devise a strategy to use/integrate the eco campaign to engage and boost small businesses coming out of 3 years of flood, fire, and pandemic that have decimated their businesses.

Assess Budget

Based on strategic insight, develop a plan and working budget in coordination with County.

Community Consensus

Identify and engage potential advocates that could become cheerleaders once the campaign is rolled out to increase the campaign's reach.

Potential organizations and businesses to engage include:

Local

- Russian Riverkeeper
- Russian River Watershed Association Mendocino County RCD
- Sonoma RCD Sonoma Water
- Sonoma County Regional Parks Russian River Adventures Burkes Canoe Trips
- Stewards of the Coast and Redwoods
- Kashia Band of Pomo Indians of the Stewarts Point Rancheria Sonoma County
- Winegrowers (many, many options)
- Atlas Vineyard Management
- Cities (Healdsburg, Windsor, Cloverdale, Ukiah) Casini Ranch
- Sonoma Russian River to Jenner Businesses

Russian River Valley Winegrowers Sonoma County Tourism Board
Sonoma County Properties / Real estate agents
Sports Basement, Outdoor Rec Businesses stakeholder group led by EDB

Regional

CA Department of Fish and Wildlife CA State Parks
Army Corps Engineers Redwood Credit Union American AgCredit
Trout Unlimited (Redwood Empire chapter) Surfrider (Sonoma Coast chapter)
American Rivers

Outside the box (mostly recreational based)

NRS REI
Oru Kayak / other canoe or kayak companies Simms / Orvis / other fishing
companies Surftex / Bote / other SUP companies Reserve America
Hipcamp
Local Grocery Retailers Marmot

PHASE 2: IDENTITY DESIGN AND CAMPAIGN DEVELOPMENT (Estimated timeframe: June 1, 2021 – July 1, 2021. Estimated total cost not to exceed \$25,000)

Take learnings and agreed-upon direction from Phase 1 and develop messaging and a visual identity and campaign framework that connects with the target and achieves the goals of this initiative.

Deliverables

- 2-3 unique concepts for review;
- 2-3 rounds of revision (if needed) on the County-preferred concept; and
- Campaign practice, copy development and collateral.

Identify critical assets such as stickers, brochures, one pagers, mailers, digital posts, web concept and other pieces to fully exhibit the campaign.

Develop a comprehensive style guide that technically lays out proper use and implementation of the brand identity. The style guide will include, at a minimum, the following:

Outline preferred ways to apply campaign across platforms and products (website, stationery, vehicles, uniforms, promotional items, event booths, social media, banners, agendas, public notices, etc.);
Color guidelines;
Messaging/tag lines;
Best typography practices; and
File format usage, avatars, etc.

Campaign Rollout Strategy

Establish a rollout strategy based on Phase 1 research, to include community and field opportunities, merchandise strategy, digital strategy, and timing.

PHASE 3: CAMPAIGN EXPRESSION & OUTREACH (Estimated timeframe: July 1, 2021 – September 1, 2021, and/or (ideally) concurrently with Phase 2. Estimated total cost not to exceed \$55,000)

Based on the strategic research in Phase 1, develop a list of items to create for campaign rollout, including but not limited to:

Digital Platform Setup - Design and implement the campaign across all available digital platforms such as the County website, the Confluence website and other available platforms.

Well Designed Merchandise - Hats, shirts, stickers, totes, reusable bags, beer cozies. Speaking with local merchants and organizations will greatly inform the best opportunities here. Work with local vendors to create and effectively distribute the goods.

Create and implement Collateral - Necessary printed pieces to spread the word. Post cards, one sheets, mailers, POS, et al.

Signage - Develop statement signage along popular river commutes and beach entrances.

Overall Communications Strategy for the launch year going forward including:

- Key messaging / tag lines,
- PR strategy with media /communications targets,
- FAQs/backgrounder,
- schedule and topic of campaign releases/messaging

Digital Marketing Campaign - Establish a digital outreach program. Create editorial calendar, assign budget, leverage data acquired from geo tracking platforms to strategically target our exact audience, maximizing our budget and effectiveness.

- Connect with Micro influencers
- Strategy around local communities and causes (e.g. wine, breweries, recreation, enviro, fishing, cycling, local businesses, first responders, etc.)
- Sharable content, work with local communities/businesses to cross post etc.

Identify and work with the Confluence teams to implement potential field marketing and recreational events, including any challenges or obstacles to each.

Business Partners Program - Develop a plan to keep local business engaged and participants in the campaign.

PHASE 4: REVIEW & IMPROVEMENT (Estimated timeframe: After September 1, 2021. Estimated total cost not to exceed \$5,000)

Assess the success of the campaign at the close of summer. Such assessment may include:

- Review data available, check in with ambassadors, community members and other stakeholders.

- Measure donations, sponsorships, fundraising platform engagement.

- Evaluate merchandise sales, social media engagement, and physical trash improvement.

- Evaluate A/B testing as is implemented in signage and digital communications.

Develop long term strategy for continuation of the campaign.

Exhibit "B"
Payment Terms

HOURLY LABOR COST

STRATEGY

Campaign Strategy, Key Messaging, Communication Planning \$125/hr

DESIGN: Graphic Design \$100/hr

WEB

Website Development \$150/hr

Website Design \$100/hr

PRODUCTION

Photography \$1000 – \$4,000/day Photo Post Production \$100/hr Videography \$1,500 – \$5,000/day Film Editing \$125/hr

Film Producing \$1,500/day

COPYWRITING SERVICES \$100/hr

PROJECT MANAGEMENT \$80/hr

SOFTWARE COSTS & MAINTENANCE None expected

IMPLEMENTATION FEES None expected

SHIPPING Pass Through

INSURANCE Pass Through on special project insurance only. Standard business liability insurance as denoted in Exhibit "C" is to be covered by Catch Creative.

COMMUNICATIONS PLACEMENT Fees passed through

DOCUMENTATION REPRODUCTION Inhouse copies are free, third party printing services passed through

TRAVEL, MEAL REIMBURSEMENT, HOTEL PER DIEMS None expected, passed through

TAXES None expected

MILEAGE \$0.58/mile

FONT LICENSING \$100 – \$500 per license, paid by client

Exhibit "C"
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.
- 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, Consultant agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should any 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 \$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. The County of Sonoma 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 County 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.

Automobile Liability Insurance

- a. Minimum Limits: \$300,000 Combined Single Limit per Accident; or Bodily Injury: \$100,000 per person/\$300,000 per accident and Property Damage: \$50,000 per accident.
- b. Required Evidence of Insurance:
 - i. Copy of Auto Policy Declarations Page; or
 - ii. 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

- a. The Certificate of Insurance must include the following reference: Russian River Branding and Media Campaign.
- 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 of Sonoma, 575 Administration Dr., Santa Rosa, CA 95403.
- d. Required Evidence of Coverage 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.

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.