

**COUNTY OF SONOMA  
AGREEMENT FOR SERVICES**

This agreement (“Agreement”), dated as of November 4, 2021 (“Effective Date”), is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter “County”), and TBWBH Props & Measures (hereinafter “Consultant”).

RECITALS

WHEREAS, Consultant represents that it is a duly qualified non-partisan strategy and communications consulting firm that specializes in helping stakeholder and public agencies design and pass voter-approved revenue measures to support quality public services and facilities, and related services; and

WHEREAS, in the judgment of the Board of Supervisors, it is necessary and desirable to use the services of Consultant for civic engagement strategies, community outreach and education, feasibility analyses, and expenditure plan development.

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

AGREEMENT

1. Scope of Services

1.1. Consultant's Specified Services

Consultant shall perform the services described in Exhibit A (Scope of Work), attached hereto and incorporated herein by this reference (hereinafter “Exhibit A”), 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 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 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 (Termination); 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. Payment

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

2.1. Payment for Services

Consultant shall be paid in accordance with the budget set forth in Exhibit A (SOW & Budget), attached hereto and incorporated herein by this reference (hereinafter "Exhibit A"). Any remaining balance at the end of a fiscal year of this Agreement shall automatically be carried forward to the subsequent fiscal year of this Agreement, but not beyond the termination date of this Agreement. Consultant shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of 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(s) of the person(s) performing the task(s), and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

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

2.2. Maximum Payment Obligation

In no event shall County be obligated to pay Consultant more than the total sum of \$320,700 under the terms and conditions of this Agreement.

2.3. California Franchise Tax Withhold

Pursuant to California Revenue and Taxation Code (R&TC) Section 18662, 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 California Form 587 be provided by Consultant in order for payments to be made. If Consultant is qualified, then County requires a completed California Form 590. California Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, Consultant agrees to promptly notify County of any changes in the facts. Forms should be sent to County pursuant to Article 12 (Method and Place of Giving Notice, Submitting Bills, and Making Payments). To reduce the amount withheld, Consultant has the option to provide County with either a full or partial waiver from the State of California.

#### 2.4. Overpayment

If County overpays Consultant for any reason, Consultant agrees to return the amount of such overpayment to County, or at County's option, permit County to offset the amount of such overpayment against future payments owed to Consultant under this Agreement or any other agreement.

### 3. Term of Agreement

The term of this Agreement shall be from November 4, 2021 – through June 30, 2022 unless terminated earlier in accordance with the provisions of Article 4 (Termination).

### 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 5 days advance 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 materials and work product subject to Section 9.10 (Ownership and Disclosure of Work Product) and all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, 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 (Termination for Cause), 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 County. In addition, the Purchasing Agent or Department Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of 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 Article 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 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 B (Insurance Requirements), which is attached hereto and incorporated herein by this reference (hereinafter "Exhibit B").

#### 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. Changes which do not exceed the delegated signature authority of the County Administrator may be executed by the County Administrator in a form approved by County Counsel. The Board of Supervisors or Purchasing Agent must authorize all other extra or changed work which exceeds the delegated signature authority of the Department Head. 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 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, workers' compensation plan, insurance, bonus, or similar benefits that County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4 (Termination), Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

##### 9.3. Taxes

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

#### 9.5. Conflict of Interest

Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement, no person having any such interests shall 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. Statutory Compliance/Living Wage Ordinance

Consultant agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended, or modified during the term of this Agreement. Without limiting the generality of the foregoing, Consultant expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

#### 9.7. Nondiscrimination

Without limiting any other provision hereunder, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religious creed, belief or grooming, sex (including sexual orientation, gender identity, gender expression, transgender, pregnancy, childbirth, medical conditions related to pregnancy, childbirth or breast feeding), marital status, age, medical condition, physical or mental disability, genetic information, military or veteran status, or any other legally protected category or 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. AIDS Discrimination

Consultant agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.9. Assignment of Rights

Consultant assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, and 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 party 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. 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 party'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 party 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 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 (Termination).

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 party, 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: Terri Wright Principal Analyst County of Sonoma 575 Administration Dr., Ste.. 104A Santa Rosa CA 9540x	To Consultant: Barry Barnes Partner TBWBH Props & Measures 50 Osgood Place San Francisco, CA
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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 Article 12.

13. Miscellaneous Provisions

13.1. No Waiver of Breach

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. 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, the language of the Agreement will not be construed against one party in favor of the other party. 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. 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 the City of 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. Each party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

### 13.8. Survival of Terms

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

### 13.9. Time of Essence

Time is and shall be of the essence of this Agreement and every provision hereof.

### 13.10. Counterparts and Electronic Copies

The parties agree that, where applicable, this Agreement may be executed in counterparts, together which when executed by the requisite parties shall be deemed to be a complete original agreement. An electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement or counterpart, shall be deemed, and shall have the same legal force and effect as, an original document.

#### 14. Content Online Accessibility

County policy requires that all documents that may be published to the Web meet accessibility standards to the greatest extent possible, and utilizing available existing technologies.

##### 14.1. Standards

All consultants responsible for preparing content intended for use or publication on a County-managed or County-funded web site must comply with applicable Federal accessibility standards established by 36 C.F.R. Section 1194, pursuant to Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794(d)), and the County's Web Site Accessibility Policy located at <http://webstandards.sonoma-county.org>.

##### 14.2. Certification

Consultants must complete the Document Accessibility Certification Form found at <http://sonomacounty.ca.gov/Services/Webstandards/Vendor-Certification/> which shall describe how all deliverable documents were assessed for accessibility (e.g. Microsoft Word accessibility check; Adobe Acrobat accessibility check, or other commonly accepted compliance check.)

##### 14.3. Alternate Format

When it is strictly impossible due to the unavailability of technologies required to produce an accessible document, Consultant shall identify the anticipated accessibility deficiency prior to commencement of any work to produce such deliverables. Consultant agrees to cooperate with County staff in the development of alternate document formats to maximize the facilitative features of the impacted document(s), e.g. embedding the document with alt-tags that describe complex data/tables.

##### 14.4. Noncompliant Materials

Obligation to Cure. Remediation of any materials that do not comply with County's Web Site Accessibility Policy shall be the responsibility of Consultant. If County, in its sole and absolute discretion, determines that any deliverable intended for use or publication on any County-managed or County-funded Web site does not comply with County Accessibility Standards, County will promptly inform Consultant in writing. Upon such notice, Consultant shall, without charge to County, repair or replace the non-compliant materials within such period of time as specified by County in writing. If the required repair or replacement is not completed within the time specified, County shall have the right to do any or all of the following, without prejudice to County's right to pursue any and all other remedies at law or in equity:

14.4.1. Cancel any delivery or task order;

14.4.2. Terminate this Agreement pursuant to the provisions of Article 4; and/or

14.4.3. In the case of custom EIT developed by Consultant for County, County may have any necessary changes or repairs performed by itself or by another contractor. In such event, contractor shall be liable for all expenses incurred by County in connection with such changes or repairs.

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

**CONSULTANT:**

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Dated

**COUNTY OF SONOMA:**

Certificate of Insurance on File with County:

\_\_\_\_\_  
Matthew Cody, Deputy County Counsel

\_\_\_\_\_  
Dated

Approved as to Substance:

\_\_\_\_\_  
Sheryl Bratton, County Administrator

\_\_\_\_\_  
Dated

Approved as to Form:

\_\_\_\_\_  
Matthew Cody, Deputy County Counsel

\_\_\_\_\_  
Dated

## Exhibit A Scope of Work and Budget

The services by Consultant under this agreement shall be provided according to the following Scope of Work, Schedule and Budget.



**We have a proven general approach to revenue measures that follows five critical steps. Within each step, we customize a set of strategies and tactics to address the specific challenges, circumstances and nuances for each of our projects.**

**STEP 1:** Feasibility study, with the polling firm of your choosing, to determine if and under what conditions your agency can pass a local funding measure.

**STEP 2:** Build consensus with outreach and awareness-building strategies that position your measure for success.

**STEP 3:** Build a strong measure by aligning the measure's features with the community's priorities and sensitivities.

The first three steps in this process are typically led by the public agency pursuing the revenue measure as part of the process to evaluate, plan and prepare a measure for the ballot. All publicly funded communication during this phase must be informational and not advocacy.

### **Step 1: Feasibility Study (November-December 2021)**

TBWBH, in collaboration with stakeholders and EMC Research, will help you assess the basic viability of a potential revenue measure and identify the strategic elements needed to maximize the chances for success. During the feasibility study we'll help you tackle the most basic strategic questions that must be answered in order to identify a path to success.

TBWBH will help you answer:

- What are the highest priorities for public funding related to addressing the threat of wildfires in Sonoma County?
- Is it reasonable to think that a funding measure can be successful with voters? At what vote threshold? At what tax rate?
- What services or projects are voters most likely to fund?
- What is the optimal timing for a measure going to the ballot (June or November of 2022)  
What level of voter turnout helps maximize support?

- Does sufficient community awareness of your needs already exist, or is proactive outreach required to build awareness? What are the key messages voters need to hear and what are the most effective channels for communication?
- How might specific exemptions or accountability protections be included in a successful measure?
- What controversies or competing issues must be considered before moving forward?
- Are there potential organized opponents of the measure?
- Why did the March 2020 fire measure fail and what lessons can we take away from that effort?

To answer these questions our team will work closely with stakeholders and EMC Research to develop a voter survey to understand current attitudes and opinions. We'll help you analyze the results and turn the data into an actionable plan for moving forward. We'll also help you interpret and present recommendations to the Board of Supervisors and other key stakeholders to build consensus around a unified strategic approach to addressing local wildfire protection.

### **Step 2: Build Consensus (December 2021-January 2022)**

Based on the findings from the survey and feasibility assessment, TBWBH will help develop and implement a public information and outreach program to educate the community about your funding needs and build broad community consensus around a revenue solution.

#### **Specifically, TBWBH will:**

- Work with your ad-hoc, stakeholder and elected official groups to develop a consensus plan that reflects the priorities of voters as determined in the research phase.
- Develop informational messaging and a plan for getting the message out to key audiences
- Provide talking points, answers to frequently asked questions and a message training to key staff, employee groups, commissioners and elected officials
- Provide information to be added to your website, distributed through social media and included in newsletters
- As needed, prepare presentations for (and attend) community/town hall meetings
- Write, design and produce informational mailings and advertising to educate, inform and engage voters
- Develop strategies and plans to inform and engage key internal stakeholder groups within your agency, partner cities and other agencies
- Develop strategies for managing coverage of the issue in the local press
- Develop strategies and plans to inform and engage influential external groups including city managers, elected leaders, business leaders, neighborhood leaders, faith community leaders and taxpayer groups

TBWBH has expertise in traditional communication strategies like direct mail, print advertising and earned media. We are also experts in utilizing new media strategies such as social media, online advertising and video. Our in-house graphic design and production capabilities allow us to deliver the highest level of strategic and creative communication for our clients.

**Step 3: Build a Strong Measure (January-February 2022)**

Once we know what a viable ballot measure looks like, TBWBH will work with you to develop a revenue measure and qualify for the ballot.

**During this phase of work, TBWBH will:**

- Work with you and your financial team to finalize amounts, tax rates and the structure of your measure
- Refine the description of your needs and/or expenditure plan to make sure they are written in clear and understandable language featuring projects and programs that are high priorities for voters
- Help develop a governance and organizational structure if multiple agencies will be involved in the implementation of the measure
- Work with you and your legal counsel to define important taxpayer accountability protections, including any potential independent Citizens' Oversight Committee and public reporting process, if needed
- Work with you and your legal counsel to develop all ordinances/resolutions required for calling the election
- Develop the critical 75 word ballot question that will appear on ballots
- Develop and refine the full text of the measure and other materials that will appear in the ballot pamphlet mailed to all voters
- Present recommendations and documents to the Board of Supervisors and other participating agencies for formal approval

## **PROJECT TIMELINE for June 2022 Election**

TBWBH's comprehensive team will work with the County to develop an updated and detailed timeline for the short three months leading up to placing a measure on the ballot. As a note, we do not anticipate any specialized software during the course of this process.

Note that we can provide a revised calendar and extend our agreement for services in the event that a strategic decision is made to delay the fire funding election until the November 2022 election.

**November – December 2021**

- Work with county personnel, stakeholders and EMC Research to develop, complete and analyze focus groups and a voter opinion survey
- Share survey results and recommendations with Board of Supervisors' Fire Ad Hoc Committee, the Fire Services Work Group, staff from the County Administrator's office and the full Board of Supervisors upon request.
- Work with the team to prepare for critical meetings including Sonoma County City Managers (December 16)
- TBWBH crafts informational messaging based on poll results, including:
  - Talking points
  - Fact sheet

- FAQs
- Social media content
- Dedicated webpage on County website about funding needs to support increased wildfire prevention and preparedness throughout Sonoma County

### January 2022

- If requested by County, work with EMC Research on a potential tracking survey to re-test the likelihood that the measure could pass in June 2022.
- Work with County Counsel to develop draft tax measure resolution based on survey results
- If poll results recommend and budget allows, and County requests, TBWBH writes, designs and mails first optional informational mailer to all registered voter households describing the need for additional funding to strengthen countywide system of wildfire prevention, emergency alert and response
- TBWBH creates and posts coordinated digital/social media content and an informational video (upon request) to publicize plan and proposed measure
- Assist county personnel in identifying key community stakeholders and initiating outreach to elected officials, cities, the Sonoma County Fire Chief's Association, the Sonoma County Fire District's Association, CALFIRE, non-profit organizations, community organizations, labor organizations and other key leaders
- Assist with Town Hall meetings to discuss the proposal with the larger community

### February – March 2022

- Work with County Counsel to finalize tax measure resolution, ballot question and other measure details
- **February 15 Board of Supervisors Meeting (tentative):** Board of Supervisors first reading of resolution to place wildfire prevention tax measure on the ballot
- **February 22 Board of Supervisors Meeting (tentative):** Board of Supervisors second reading to adopt resolution placing the wildfire prevention parcel tax measure on the June 2022 ballot
- Upon request and budget allowing, TBWBH develops and sends second optional informational mailer to all registered voters announcing the ballot measure and providing voting information and instructions
- TBWBH develops coordinated digital/social media content to announce the ballot measure and provide voting information and instructions

## Project Budget

TBWBH's general consulting fee to serve in the roles described in this proposal would be \$12,500 a month for up to four months from inception until placement of the measure on the ballot by the Board of Supervisors. In the event that the effort comes to an early end due to negative poll results or other challenges then TBWB's involvement and monthly fee could be terminated immediately.

This fee is based on the parameters provided within the RFP and the amount of work that will need to be completed in 4 months, from November 2021 through February 2022.

<b>Budget</b>	<b>Monthly Rate</b>	<b>Est. # of Months</b>	<b>Not-to-Exceed</b>
TBWBH Props and Measures – General Consultants	\$12,500	4	\$50,000
Maureen Middlebrook - Outreach Consulting (\$165/hour x. 30 hrs/month)	\$4,950	4	\$19,800
Rich Shortall - Outreach Consulting (\$165/hour est. 15 hrs/month)	\$2,475	4	\$9,900
Expenses (copy, mileage, parking, etc)			\$1,000
<b>Total</b>			<b>\$80,700</b>
<b>Optional add-ons (dependent on written request by County and polling and budget)</b>			
Countywide informational mailer #1			\$90,000
Countywide informational mailer #2			\$90,000
Countywide informational digital ads			\$40,000
Tracking Poll			\$20,000



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**Exhibit B**  
**Insurance Requirements**  
**(Template 3 – Rev 2018 Sep13)**

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.
- e. 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.

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- 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 non-contributory with, any insurance or self-insurance program maintained by them.
  - f. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in ISO form CG 00 01, or equivalent).
  - g. The policy shall cover inter-insured suits between the additional insureds and Consultant and include a “separation of insureds” or “severability” clause which treats each insured separately.
  - h. ***Required Evidence of Insurance***
    - i. 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. 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.
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- b. The name and **address** for Additional Insured endorsements and Certificates of Insurance is:

**County of Sonoma, its Officers, Agents, and Employees**

**Attn: Name**

**Address**

**Santa Rosa CA 9540x**

**Email:**

- c. 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.
- d. 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.
- e. 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.