AGREEMENT FOR CONSULTING/PROFESSIONAL SERVICES

This agreement ("Agreement"), dated as of June 14, 2016 ("Effective Date") is by and between the Sonoma County Community Development Commission, a public body corporate and politic (hereinafter “Commission”), and Synapse/MIG, a private for-profit California corporation (hereinafter "Consultant").

RECITALS

WHEREAS, Consultant represents that it is a duly qualified experienced in the preparation and provision of community-informed research, community engagement, communications services, and other related services; and

WHEREAS, the Commission issued a Request for Proposals (RFP) for consulting services in these areas and Consultant responded and their proposal was found to be responsive, and the best value available for the services requested; and

WHEREAS, in the judgment of the Commission, it is necessary and desirable to employ the services of Consultant to provide Community Engagement, Research, and Countywide Education and Communications services related to the Building HOMES Toolbox (Toolbox) initiative.

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,” attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates as 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 Commission. Consultant shall cooperate with the Commission 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. If Commission determines that any of Consultant's work is not in accordance with such level of competency and standard of care, Commission, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to
meet with Commission to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time the Commission, 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 Commission.

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 the Commission to be key personnel whose services were a material inducement to the Commission to enter into this Agreement, and without whose services the Commission 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 the Commission. **Katie Pease, Dave Waldron, and Devon Miller** are designated as “key personnel” under this Agreement.

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 Exhibit A. Consultant shall submit its bills in arrears on a monthly basis in a form approved by Commission. 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 the Agreement shall not be reimbursed. In no event shall the total payable under this Agreement exceed $72,000.00.

3. Term of Agreement. The term of this Agreement shall be from June 14, 2016 to June 30, 2017 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, the Commission 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, the
Commission 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 the Commission all materials and work product subject to Section 9.9 and shall submit to the Commission 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 the Commission, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if the Commission terminates the Agreement for cause pursuant to Section 4.2, the Commission shall deduct from such amount the amount of damage, if any, sustained by Commission by virtue of the breach of the Agreement by Consultant.

4.5 Authority to Terminate. The Commission Executive Director has the authority to terminate this Agreement on behalf of the Commission.

5. Indemnification. Consultant agrees to accept all responsibility for loss or damage to any person or entity, including the Commission, and to indemnify, hold harmless, and release the Commission, 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 performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against the Commission based upon a claim relating to Consultant’s performance or obligations under this Agreement. Consultant’s obligations under this Section 5 apply whether or not there is concurrent negligence on the Commission’s part, but to the extent required by law, excluding liability due to the Commission’s conduct. The Commission 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, which is attached hereto and incorporated herein by this reference.
7. Prosecution of Work.

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

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Executive Director or his/her designee in a form approved by County Counsel. The Commission must authorize all other extra or changed work. 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 Commission.


9.1 Standard of Care. Commission 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 the Commission 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 the Commission and is not entitled to participate in any pension plan, worker’s compensation plan, insurance, bonus, or similar benefits the Commission provides its employees. In the event the Commission exercises its right to terminate this Agreement pursuant to Article 4, above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 Taxes. Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold the Commission 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
the Commission is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish the Commission 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 the Commission 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 the Commission, 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 the Commission disclosing Consultant's or such other person's financial interests.

9.6 Statutory Compliance/Living Wage Ordinance. Consultant agrees to comply with, and to ensure compliance with from its subcontractors, all applicable federal, state and local laws, regulations, statutes and policies – including but not limited to the County of Sonoma Living Wage Ordinance-- applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, 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. Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the Commission’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 Commission all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to Commission 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 Commission may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of Commission. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of Commission.

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 the Commission. The Commission 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 the Commission all such documents, which have not already been provided to the Commission in such form or format, as the Commission deems appropriate. Such documents shall be and will remain the property of the Commission 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 the Commission.

10. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article 10 limits the Commission'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: COMMISSION: Sonoma County Community Development Commission
       Attn: Executive Director
       1440 Guerneville Road
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.


13.1 No Waiver of Breach. The waiver by the Commission 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 the Commission acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and the Commission acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

13.4 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

13.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach
thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

13.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

13.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13.8 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 set forth below.

SYNAPSE STRATEGIES

Dated: ____________    By: __________________________________

Katie Pease

SONOMA COUNTY COMMUNITY DEVELOPMENT COMMISSION

Dated: _________    By: __________________________________

Kathleen H. Kane, Executive Director

CERTIFICATES OF INSURANCE ON FILE WITH AND APPROVED AS TO SUBSTANCE BY THE COMMISSION

Dated: _________    By: __________________________________

Kathleen H. Kane, Executive Director

APPROVED AS TO FORM:

Dated: _________    By: __________________________________

County Counsel
Exhibit A

SCOPE OF WORK & PAYMENT TERMS FOR COMMISSION-SYNAPSE/MIG PROFESSIONAL SERVICES AGREEMENT FOR COMMUNITY ENGAGEMENT, RESEARCH AND COMMUNICATIONS

Exhibit A includes deliverables incorporating Consultants April 27th, 2016 Response to the Commission RFP (Proposal 3) and Synapse/MIG Proposal 3 Addendum 1 (May 4th, 2016). The Exhibit incorporates original Commission RFP language and Consultant proposal language. Task numbering corresponds with Consultant proposal.

This Exhibit A is in addition to and augments the Scope of Work included in the Professional Services Agreement entered into by Commission and Synapse/MIG on May __, 2016

Project Overview

On August 25, 2015, the Sonoma County Board of Supervisors convened a study session to discuss strategies for ending homelessness in Sonoma County by 2025, resulting in the production of the Building HOMES: A Policy Maker’s Toolbox for Ending Homelessness report. This report (“Toolbox”) outlines options to support a goal of creating the 2,200 homeless-dedicated housing units needed to properly shelter the estimated 3,000 homeless people residing in Sonoma County, and to accomplish the objective of ending homelessness.

The Toolbox discusses proven strategies and proposes new initiatives to strengthen and build upon the 10-Year Homeless Action Plan: 2014 Update (Sonoma County Continuum of Care). This Project is intended to:

1. Enable the Commission to build sustainable collaborative partnerships with multiple community stakeholders including, but not limited to, elected officials and staff of local jurisdictions, housing developers, funders, community organizations, faith-based organizations, schools, health care systems, and the community at large, to a) establish shared outcome goals, b) agree upon appropriate indicators to measure success, and c) undertake a range of collective actions to create the required housing to end homelessness.

2. Create an ongoing communications and educational effort designed to build maintain the needed dialogue to build stronger community acceptance for the creation of dedicated housing for people who are homeless.

3. Form a basis for action related to expanding available local resources to finance creation of affordable housing; a basis for effective discussions related to tenant protection measures in Sonoma County.

A. Community Engagement:

1.2 Convene Additional Informal Workshops/Regional Meetings: In coordination with Commission staff, convene at least five (5) informal workshops or regional meetings
engaging community stakeholders to discuss efforts toward ending homelessness (including ‘Building HOMES Toolbox’ priorities) and identify participant-generated action items for advancing these efforts. Each workshop/regional meeting will have a maximum of 12 participants. In addition, the workshops/regional meetings will be utilized to gather information for Commission use for the Housing Summit, on each community’s housing needs, and available local resources which are currently available. These workshops will facilitate involvement of key stakeholders by interest groups (e.g. business, advocates, local governments’ staff, and others etc.), geographic areas (e.g. West County, North County, etc.), and/or political subdivision (e.g. cities, Supervisorial Districts 1, 2, 3, 4, 5 or others as appropriate).

Workshops/regional meetings will have as outputs the goals and benchmarks for measuring progress towards achieving the construction of homeless dedicated housing units for achieving reductions in and ultimately the elimination of homelessness in Sonoma County by 2025.

1.4 Summit Facilitation:

Participate with Commission staff organizers in final arrangements for a countywide Housing Summit to bring together policy makers, housing advocates, business, labor, and environmental interests to create a consensus on the long term goal of ending homelessness by 2025. The Summit design will potentially include a Dialogue Cafe, with some brief introductory presentations; however, the actual summit format would be based, to a large degree, on the outputs of the workshops. The following elements will be basis for Summit facilitation:

- Call the Summit to order and facilitate the Summit according to the agreed-upon detailed facilitator's agenda.

- Conduct the Summit in roughly two, two-hour segments working mainly in small groups to (a) identify the most promising practical opportunities for reducing homelessness (i.e. addressing Toolbox Goals) and (b) define key topic areas and potential working groups (or alternate arrangement) of those interested in on-going work on homelessness.

- Each segment would be introduced by brief, targeted presentations designed to inform and inspire.

B. Market Research/Countywide Education

3.1: Conduct scientifically valid survey questionnaire to gauge current attitudes and perceptions related to affordable housing and the populations served.

The survey will identify preliminary message themes that resonate strongly with key audiences for ongoing educational purposes. Under the direction of Consultant, EMC Research will assist in the development and distribution of the survey in summer 2016.
Topline Survey results will be presented as part of the Countywide Summit in the summer/fall after presenting to Core Work group of CDC staff.

Survey questionnaire will be designed to accurately gauge current attitudes and perceptions related to affordable housing and homelessness among Sonoma County residences.

The potential additional informal workshops referenced in section A. 1.2 above may be utilized to further engage key stakeholders about the messaging related to the issues of homelessness and housing, and again test general attitudes.

3.2 Communication Plan Outline: Key Messages

Using survey results and feedback from the informal workshops, Consultant will develop high-level messaging and a rough outline of key communications themes to present at the Countywide Summit, along with topline results from the survey. This information will be used to inform participants, and also to engage potential members of the Working Group dedicated to Communications and Outreach.

3.3 Communications and Outreach Plan

Develop a comprehensive communications plan ("Communications Toolkit") – Develop an ongoing communications plan with key messages which may be used across all communities within Sonoma County by various stakeholders to advance educational efforts. Initial use of the Communications “Toolkit” will be in phases:

1) Phase One will address key stakeholders, and will include a one-year implementation schedule.

2) Phase Two will address broader public awareness, and will be implemented following stakeholder engagement and finalization of policy and funding recommendations.

D. Project Coordination -- Consultant will work with CDC staff to form a ‘Core Team’ for overall project coordination across all three tracks. Membership of the Core Team will include key CDC Staff and Principals of Synapse and MIG. Consultant will work with CDC to identify suitable members of this small working team. This group would meet as needed to share progress across the three tracks and adjust on-going activities accordingly. Synapse will be responsible for scheduling, agenda-setting and record-keeping for these meetings.

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<th>Table 1) Assignment of costs</th>
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<tbody>
<tr>
<td>Description</td>
</tr>
<tr>
<td><em><em>A. Track 1</em>(Section A above)</em>*</td>
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<tr>
<td>1.2 Convene additional workshops/regional meetings (as needed)</td>
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1.4 Summit Facilitation $6,000  
1.5 Post Summit Report $5,000  

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<th>Subtotal Track 1</th>
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**Track 3**: Countywide Education (Section B Above)

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**Project Coordination (See Section D above)** $13,000

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<th>Total</th>
<th>$72,000</th>
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* = Tracks refer to April 27th Proposals and May 4th Addendum 1 for that proposals. This scope of work is to complement items in Synapse Contract of May ..., 2016

Schedule of Professional Fees and Expenses for the Toolbox Community Engagement, Research and Communications Agreement:

Name of firm: Synapse/MIG

<table>
<thead>
<tr>
<th>Staff</th>
<th>Firm</th>
<th>Title</th>
<th>Hourly Rate</th>
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<tbody>
<tr>
<td>Dave Waldron</td>
<td>Synapse</td>
<td>Principal</td>
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<td>Devon Miller</td>
<td>Synapse</td>
<td>Graphic Designer</td>
<td>$75</td>
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<tr>
<td>Katie Pease</td>
<td>Synapse</td>
<td>Principal &amp; Project Manager</td>
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<tr>
<td>Carolyn Verheyen</td>
<td>MIG</td>
<td>Principal &amp; COO</td>
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<tr>
<td>Tim Carroll</td>
<td>MIG</td>
<td>Director of Social Marketing</td>
<td>$165</td>
</tr>
</tbody>
</table>

Total all-inclusive maximum price for this Agreement: $72,000
Exhibit B
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.

1. Workers Compensation and Employers Liability Insurance
   a. Required if Consultant has employees as defined by the Labor Code of the State of California.
   b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
   c. Employers Liability with minimum limits of $1,000,000 per Accident; $1,000,000 Disease per employee; $1,000,000 Disease per policy.
   d. Required Evidence of Insurance: Certificate of Insurance.

   If Consultant currently has no employees as defined by the Labor Code of the State of California, Consultant agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance
   a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
   b. Minimum Limits: $1,000,000 per Occurrence; $2,000,000 General Aggregate; $2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Consultant.
   c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by County. Consultant is responsible for any deductible or self-insured retention and shall fund it upon County’s written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the County.
   d. Sonoma County Community Development Commission, Successor Agency for the Sonoma County Redevelopment Agency, and the County of Sonoma, their 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. The Certificate of Insurance must include the following reference: Building HOMES Toolbox research and engagement.
   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: Jim Leddy, Special Projects Director, 1440 Guerneville Road, Santa Rosa, CA 95403.
   d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
   e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
   f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

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

7. Material Breach
   If Consultant fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Consultant, County may deduct from sums due to Consultant any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.