

**Request for Proposals
Sonoma County Library
Financial Auditing Services**

Proposals will only be accepted electronically via email to Myrna Lopez, Chief Financial Officer at Mlopez@sonomalibrary.org no later than 5:00 pm on Friday, July 25, 2025.

All correspondence including submittal of a proposal, must indicate in the subject: Response Auditing Services RFP

Failure to provide the proposal documents in the requested format may render your proposal as non-compliant. It is anticipated that the selected firm will be notified by August 19, 2025.

All inquiries relating to this Request for Proposal should be submitted via email by 12:00 pm Monday, July 21, 2025:

Jennifer Murray, Supervising Accountant
Email: jennifer.murray@sonoma-county.org

Audited financials and other financial documents are available on the Sonoma County Library website: <https://www.sonomalibrary.org/about/financial-reports>

PART 1 – AUDIT SPECIFICATIONS

I. INTRODUCTION

The Sonoma County Library (hereinafter referred to as “Library”) is requesting proposals from qualified firms of certified public accountants (hereinafter referred to as “the Firm”) for a two (2) year contract to audit its financial statements for the fiscal years ending June 30, 2025 and 2026. An option to extend the contract for fiscal year ending June 30, 2027 may be exercised by the Library through a written amendment. The Firm will be asked to audit the Library’s financial statements and complete a Single Audit report if expenditure criteria are met. The audits are to be performed in accordance with generally accepted auditing standards, the standards set forth for financial and compliance audits in the U.S. General Accounting Office’s (GAO) *Standards for Audit of Governmental Organizations, Programs, Activities, and Functions*, the provisions of the Single Audit Act of 1984, as amended in 1996, U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of State and Local Governments* and Governmental Accounting Standards Board (GASB) Pronouncements.

Submission of a proposal indicates acceptance by the Firm of the conditions contained in this request for proposal, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Library and the Firm selected.

II. DESCRIPTION OF THE LIBRARY

Sonoma County Library is an independent countywide agency comprised of 12 regional libraries, 2 community libraries, an administrative and support center, and mobile library services. Sonoma County Library is a Joint Powers Authority comprised of the unincorporated areas of Sonoma County and eight cities, with an 11-member Library Commission that serves as its sole governing body. The Library Director is responsible for strategic and daily operations of the Library, including compliance with ordinances and regulations and personnel management.

The Library provides a full range of library services with a combination of 233.73 permanent full-time employees, seasonal and part-time employees, and contracts for services including general counsel.

The Library's fiscal year is July 1 through June 30. The Library's fund structure currently includes: General Fund and Special Revenue Fund (Measure Y – Sales Tax). The Library's adopted adjusted budget for FY 2024-2025 is \$53.6 million, including capital.

The Library's financial statements are prepared in compliance with GASB. The fiscal year 2023-2024 financial audit has been completed by Pimenti & Brinker LLP. The Library uses ORACLE Peoplesoft financial software for general ledger, cash receipts, accounts receivable, and accounts payable.

III. SCOPE OF WORK TO BE PERFORMED

Services to be performed by Auditors

To meet the requirements of this request for proposals, the audit shall be performed in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants and the standards for financial audits set forth in the U.S. General Accounting Office Government Auditing Standards (2024 Revision), and the Single Audit Act of 1984, and the Single Audit Act Amendments of 1996 and Uniform Guidance.

In general, the auditors will perform a financial and compliance audit and issue a report to the Sonoma County Library that includes:

1. Management letter setting forth their findings and/or recommendations.
2. The fair presentation of the financial statements in conformity with generally accepted accounting principles.
3. The internal control structure based on the auditors' understanding of the control structure and assessment of control risk.
4. Compliance with applicable laws and regulations.
5. Single audit if required.

Report preparation

Preparation, editing, and printing of all other reports. Specific Deliverables to the Library, will be the responsibility of the auditors.

Timeline Requirements

1. Auditors shall schedule field work and agreed upon deadlines with the Chief Financial Officer for the fiscal year 2024-2025 draft and final audit and each audit year thereafter.
2. The Library's records shall be ready for audit by the mutually agreed upon start date for final fieldwork.
3. The entrance conference, progress reporting, and exit conference should be held within the time frames indicated on the schedule shown below:

a.	Entrance Conference with the Chief Financial Officer and key Finance Department staff to discuss work to be performed, establish overall liaison for audit and arrangements for workspace, and other needs of the auditor	Prior to start of audit field work
b.	Progress conference with the Chief Financial Officer and key Finance staff to discuss the year-end work to be performed	Midway through audit fieldwork
c.	Exit Conference with the Chief Financial Officer and key Finance staff to summarize the results of the field work and to review significant findings	At the conclusion of the year-end audit field work

Reporting and Communication

1. The auditors will meet continuously during the on-site field work process with the Chief Financial Officer to discuss issues, concerns, preliminary audit findings, and management recommendations.
2. Prior to issuing their final reports, the auditors will meet with the Chief Financial Officer with all draft audit reports to be addressed to the Library Finance Committee and Commission.
3. The audit partner/manager will be required to attend Library Finance Committee and Commission meetings to present the audited financial statements and answer any questions the Commission may have regarding the audit report or accounting requirements.

Information Resources and Value Added Services

1. The auditors may be consulted occasionally throughout the year as an information resource. Auditors may be asked to provide guidance on implementation of Government Accounting Standards Board (GASB) requirements and specifics of federal and state regulations as they may affect local government accounting. In addition, the auditors may be asked to review current procedures for significant GASB requirements.
2. Throughout the year, the auditor will provide financial advice and counsel on matters that may affect the audit process or impact the financial statements.
3. The Firm will inform the Chief Financial Officer if they offer any other value-added services such as trainings, news updates, or workshops.

Other Considerations

1. All working papers, reports, and records relating to the work performed under the Professional Services Agreement must be retained, at the auditor's expense, for a minimum of five (5) years, unless the Firm is notified in writing by the Library of the need to extend the retention period.
2. The auditors will be required to make working papers available upon request to the appropriate parties. In addition, the Firm shall respond to the reasonable inquiries of successor auditors and allow review of working papers relating to matters of continuing accounting significance.

Specific Deliverables to the Library

Reports	Due Dates for FY 2024-2025 Audit	Due Dates for FY 2025-2026 Audit
Written report of all recommendations to the Chief Financial Officer	November 17, 2025	November 5, 2026
Draft audited Library's Financial Statements, Notes, and Auditor's Reports	November 24, 2025	November 16, 2026
Presentation to the Finance Committee	December 18, 2025 (estimated)	November 16, 2026 (estimated)
Presentation to the Library Commission	January 7, 2026 (estimated)	December 2, 2026 (estimated)

IV. LIBRARY RESPONSIBILITIES

1. Finance staff will be responsible for closing the books and will provide trial balances, budget and actual revenue and expense reports, project expense reports, and detail transaction reports as needed from the financial system for each fiscal year.
2. Identifying and ensuring that the Library complies with the laws and regulations applicable to its activities, and for informing us about all known violations of such laws or regulations, other than those that are clearly inconsequential;
3. Management is responsible for the preparation of any supplementary information in accordance with accounting principles generally accepted in the United States of America ("GAAP"). Management agrees to include the auditor's report on the supplementary information in any document that contains the supplementary information and indicates that the auditor has reported on such supplementary information. Management also agrees to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditor's report thereon.
4. Finance staff will produce the transmittal letter, Management, Discussion and Analysis, and statistical sections.
5. Finance staff will be available to assist the auditors in locating records or preparing audit schedules. All requests from the auditors will be directed to the County staff assisting with the preparation of the financial statements.
6. Finance staff will provide the auditors with reasonable workspace to include desks and chairs as well as access to internet and photocopying and fax machines as needed.
7. Final printing of the Library's financial statements will be completed by Library staff.

V. BASIS FOR COMPENSATION

1. The Library will pay the Firm for the services described in the Scope of Work to be Performed that do not exceed the amount contained within an executed Professional Services Agreement between the Library and the Firm. For additional services required after the inception of the Agreement, written approval by the Library shall be required in advance of such services being rendered. The fee for such services shall be paid based on the auditor's quoted rates.
2. The Library shall receive all final opinions and reports for the Library financial statements no later than the dates outlined in Section III "Specific Deliverables to the Library" barring any unforeseen Library delays. If delay of deliverables is a result of the Firm, a \$100 reduction in fees for every day beyond the applicable deadline shall be taken. Final reports for federal and state programs shall be completed in time to meet required submission dates.

VI. ADDITIONAL PROVISIONS

1. Upon notice of intent to award contract, the successful contractor shall enter into a Professional Services Agreement with the Library. The template is attached in Appendix C.
2. No officer, agent, or employee of the Library and no member of its governing bodies shall have any financial interest, direct or indirect, in this agreement or the proceeds thereof. No officer, agent, or employee of the auditors shall serve on a Library committee or hold any such position which is incompatible with such person's duties or obligations or other relationship to this agreement.
3. Time is of the essence in each and all provisions of the Agreement.
4. Pursuant to the Single Audit Act of 1984, as amended in 1996, any state or federal agency shall have access to the auditor's work papers for purposes of review. All working papers, reports, and records relating to performance under the Agreement must be retained, at the auditor's expense, for a minimum of five (5) years, unless the Firm is notified in writing by the Library the need to extend the retention period. The auditors shall make their working papers available to successor auditors. The auditor will also be required to make working papers available, upon request by the Library, to the following parties or their designees:
 - a. Library management
 - b. Parties designated by the federal or state governments or by the Library as part of an audit quality review process.
 - c. Auditor of entities of which the Library is a sub-recipient of grant funds.

VII. SPECIAL TERMS AND CONDITIONS

1. Invoices received from the Firm will be approved by the Chief Financial Officer and processed within thirty (30) days from receipt.
2. The Library is not liable for any pre-contractual expenses incurred by any bidder. In addition, no bidder shall include any such expenses as part of the price proposed to conduct the work.
3. The Library reserves the right to withdraw the RFP at any time without prior notice. Further, the Library makes no representations that any agreement will be awarded to any bidder responding to this RFP. The Library expressly reserves the right to postpone action regarding this RFP for its own convenience and to reject any and all proposals in response to this RFP without indicating reasons for such rejection.
4. The Library is not responsible for oral statements made by any of its employees or agents concerning this RFP. If the bidder requires specific information, the bidder must make the request in writing as instructed in the RFP.
5. The individual(s) preparing and submitting the proposal must state they possess the authority to bind the Firm to the terms of the RFP.
6. Proprietary Information: The master copy of each proposal shall be retained for official files and will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each responding

firm may clearly label part of a proposal as "CONFIDENTIAL." In doing so, the responding firm thereby agrees to indemnify and defend the Library. The failure to so label any information that is released by the Library shall constitute a complete waiver of all claims for damages caused by or related to any release of the information. If a public records request for labeled information is received by the Library, the Library will endeavor to notify the responding firm of the request and delay access to the material until seven (7) working days after the Library's receipt of the public records request. Within that time delay, it will be the duty of the responding firm to act in protection of its labeled information by seeking a court order. Failure to so act shall constitute a complete waiver

PART 2 – PROPOSAL REQUIREMENTS AND INFORMATION

I. PROPOSAL PROCESS AND CALENDAR

Proposal Review and Notification

The designated review committee will review and evaluate each proposal submitted. Email notifications will be sent only to those firms that were selected for an interview as needed.

Time Table	
Monday, June 30, 2025	Post -Open RFP
Monday, July 21, 2025	Deadline to submit questions
Friday, July 25, 2025	Close RFP
Tuesday, August 5, 2025	Interview (tentative)
Tuesday, August 19, 2025	Final selection (anticipated)
Wednesday, September 3, 2025 (tentative)	Final award may be subject to Library Commission approval

Interviews

The Library may schedule interviews with finalists. Firms selected for interviews may be requested to prepare a short presentation for the interview committee.

Final Selection and Notification

The Library anticipates sending written notification of status to the finalist by August 19, 2025. Final award may be subject to Library Commission approval which is anticipated to be considered at the regular meeting on September 3, 2025.

II. PROPOSAL REQUIREMENTS

Independence

The Firm should provide an affirmative statement that it is independent of the Library as defined by generally accepted auditing standards. Moreover, the Firm must have no conflict of interest with regard to any other work performed for the Library. It is understood that the services performed by the auditors are in the capacity of independent contractors and not as an officer, agent, or employee of the Library.

License to Practice in California

The Firm should provide an affirmative statement indicating that the firm and all assigned key professional staff are properly licensed to practice in California.

Firm Qualifications and Experience

1. The proposal should state the size of the Firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed, and the number and nature of the staff to be so employed on a part-time basis. Please indicate whether any members of the audit team assigned to the Library are reviewers in the Government Finance Officers' Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting program.
2. The Firm shall submit a copy of the report on its most recent external quality control review, with a statement whether that quality control review included a review of specific government engagements.
3. The Firm shall provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years. In addition, the Firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.
4. For the Firm's office assigned responsibility for the audit, list the most significant engagements (maximum of 5) performed in the last five years that are similar in organizational type, size and complexity to the engagement described in this request for proposal. These engagements should show experience with local governments and their appropriations levels. Indicate the scope of work, date, engagement partners, and total hours, and, if available, a link to the final published audit report.

Partner, Supervisory, and Staff Qualifications and Experience

1. The Firm shall identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement and indicate whether each such person is licensed to practice as a certified public accountant in California.

2. Provide information on the governmental auditing experience, including the scope of audit services requested by the Library, of each person, and information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this audit.
3. Provide as much information as possible, including resumes, qualifications, experience and training of the specific staff to be assigned to this agreement. The Firm should also indicate how the quality of staff over the term of the agreement will be assured.
4. Engagement partners, managers, other supervisory staff, and specialists may be changed if those personnel leave the Firm, are promoted, or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the Library. However, in either case, the Library reserves the right to approve or reject replacements. This shall also apply to consultants and firm specialists mentioned in response to this request for proposal.
5. Other audit personnel may be changed at the discretion of the Firm provided that replacements have substantially the same or better qualifications or experience and there is continuity of key staff to ensure an efficient audit process.

Specific Audit Approach

The proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in Part I, Section III of this request for proposal.

A schedule should contain specific milestones and dates of completion which will be used to set schedules. Also identify the extent of Library personnel involvement deemed necessary, including key decision points at each stage of the project. Information as to the type of any software that is anticipated to be used in the planning process should also be discussed.

References

Provide names, addresses, and telephone numbers of principal contact persons within three (3) client agencies for whom similar services have been provided. References should match clients included in Section II Firm Qualifications and Experience.

Debarment or Other Disqualification

The Firm must disclose any debarment or other disqualification as a supplier or vendor for any federal, state or local entities. The Firm must describe the nature of the debarment/disqualification, including where and how to find such detailed information.

Identification of Anticipated Potential Audit Problems

The proposal should identify and describe any anticipated potential audit problems and the adoption of new laws or accounting audit principles that might affect the audit and the Firm's approach to addressing these problems and any special assistance that will be requested from the Library.

Total All-Inclusive Maximum Price

The proposal should contain all pricing information relative to performing the audit engagement as described in this request for proposal. The total all-inclusive maximum price to be proposed is to contain all direct and indirect costs including all out-of-pocket expenses.

The proposal shall clearly state ALL of the costs associated with the project, broken down by category of products and services, and all on-going costs for recommended or required products and services, such as maintenance.

The project costs must be broken out and include all expenses that will be charged to Library, including but not limited hourly rates for labor, software costs, software maintenance costs, implementation fees, shipping, insurance, communications, documentation reproduction, and all expenses, including travel, meal reimbursement, hotel per diems, taxes, etc. Failure to clearly identify all costs associated with the proposal may be cause for rejection of the Consultant's proposal.

Ownership of Library-Related Documents

All property rights, including publication rights of all reports produced by the Firm in connection with services performed under this agreement shall be vested in the Library. The Firm selected shall not publish or release any of the results of its examinations without the express written permission of the Library Director or designee.

Acceptance of Proposal Contents

After an firm is selected by the Library, the contents of the submitted proposal shall become part of the resulting Professional Services Agreement. The successful bidder will be required to execute a standard Professional Services Agreement with the Library, an example of which is attached as Appendix C. Failure of the Firm to agree to include the proposal as part of the contractual agreement may result in cancellation of the award. The Library reserves the right to reject those parts of the proposal that do not meet with the approval of the Library.

EVALUATION PROCESS

Proposals will be evaluated by the Library based on the considerations listed below. The proposals that best meet the desired criteria may be invited to the Library for an oral presentation in front of a staff committee as part of the interview. These presentations would only be held subsequent to the receipt of the proposals and will be part of the evaluation/interview process to determine qualifications of the Firm. The Library will schedule a time to hold a virtual meeting for each oral presentation/interview that it requests. Should a Firm refuse to honor the request for an oral presentation or interview, it may result in the rejection of the proposal by the Library.

Evaluation considerations will include the following:

1. Responsiveness of the proposal in clearly stating the understanding of the work to be performed and in demonstrating the intention and ability to perform the work.
2. Ability to meet the timeline of deliverables.
3. Experience in conducting audits of libraries, joint powers authorities, special districts or other local government jurisdictions of similar nature, size, and complexity, and commitment to maintaining technical expertise in the local government financial environment.
4. Technical experience and professional qualifications of the audit team. The number of key and supervisory personnel who will directly participate in the audit will be a consideration.
5. Ability to accept electronic reports and review transactions and documents in electronic format.
6. Size and structure of the Firm's office from which the audit work is to be done and continuity in staff.
7. Ability of the Firm in providing technical support to finance staff as it relates to implementation of new accounting standards and recording and reporting of complex transactions.
8. Cost. Although a significant factor, cost will not be the primary factor in the selection of an audit firm. The Library reserves the right to select the proposal which in its sole judgment best meets the needs. ***The lowest proposed cost is not the sole criterion for recommending contract award.***
9. Experience in complying with applicable federal and state regulations relating to non-discrimination and equal employment opportunity.
10. Willingness to accept the Library's contract terms.

FORMAT AND CONTENT OF PROPOSAL

Title Page

The title page should include the request for proposal subject, the name of the proposer's firm, local address, telephone number, name of contact person, and date.

Table of Contents

Include a clear identification of the material by section and by page number.

Letter of Transmittal

State whether the firm is local, national, or international.

Give the location of the office from which the work is to be done and the number of partners, managers, supervisors, seniors, and other professional staff employed at that office.

Describe the range of activities performed by the local office such as audit, accounting, or management services.

Describe the local office's recent auditing experiences of small local government agencies which prepare financial statements and give the names and telephone numbers of client officials responsible for three of the audits listed. If available, provide a link to the final published audit report. Describe the document publication technology and staff formatting and proofreading expertise.

Audit Team

Describe the composition of the audit team, including staff from outside the local office, and consultants. Describe the commitment of the firm to providing the same audit team on subsequent audits. Include resumes of each person so identified.

Identify the supervisors and consultants who will work on the audit and include resumes of each person so identified.

Identify any members of the audit team who are certified ACFR reviewers in the Government Finance Officers' Association (GFOA) Certificate of Excellence in Financial Reporting program.

Audit Scope and Provisions

Describe the scope of the required services to be provided and outline a plan on how such services will be provided in response to sections I and III of this RFP. Please include depth of work, staffing, and time estimates. Firms should list all reports including management letters that are to be issued, the points to be addressed by reports, and the estimated completion dates.

Cost Data

Indicate the total cost and the resulting all-inclusive maximum fee (not to exceed total) for which the requested work will be done for each of the specific deliverables identified in this Request for Proposal. Fees must include all anticipated costs including travel, per diem, and out-of-pocket expenses.

Additional Data

Data not specifically requested should not appear in the foregoing sections, but any additional information considered essential to the proposal may be presented at this section.

References

Provide names, addresses, and telephone numbers of principal contact persons within three (3) client agencies for whom similar services have been provided. References should match clients included in Section II Firm Qualifications and Experience.

APPENDIX A

Schedule of Professional Fees and Expenses to Support the Total All-Including Maximum Price	
	Total
Partner	\$
Manager	\$
Supervisory Staff	\$
Other (Specify)	\$
Sub-Total	
Out-of-Pocket Expenses	\$
Total	\$

APPENDIX B

\$

All-Inclusive Maximum Price by Report	Optional Year			2-Year Total	3-Year Total
	FY 2024/25	FY 2025/26	FY 2026/27		
Library	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Total for Library Audit	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Single Audit (if needed)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Total including Library & Single Audit	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Appendix C
PROFESSIONAL SERVICES AGREEMENT

This Agreement dated as of _____ (the "Effective Date") is made by and between the Sonoma County Library, a Joint Powers Authority Entity (hereinafter referred to as "Library") and _____, [INSERT TYPE OF ENTITY], authorized to conduct business in the State of California (hereinafter referred to as "Consultant"), pursuant to the terms and conditions set forth below.

RECITALS

A. Consultant represents that it is a duly qualified _____ [INSERT TYPE OF EXPERTISE], experienced in _____ [INSERT TYPE OF SERVICES TO BE PROVIDED], and related services.

B. In the judgment of the Library, it is necessary and desirable to employ the services of Consultant to provide _____ [INSERT TYPES OF SERVICES TO BE PROVIDED].

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

AGREEMENT

I. **Scope of Services.**

1.1 **Consultant's Specified Services.** Consultant shall perform the services described in the attached Exhibit A, which is incorporated herein (hereinafter referred to as the "Scope of Work"), and within the times or by the dates as provided therein. In the event of a conflict between the body of this Agreement and its exhibits, the provisions in the body of this Agreement shall control.

1.2 **Cooperation.** The parties shall cooperate with each other in the performance of this Agreement.

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 the Library determines that any of Consultant's work is not in accordance with such level of competency and standard of care, Library, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with the Library 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.** Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time the Library, 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 the Library. Further, 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 Library to be key personnel whose services were a material inducement to the Library to enter into this Agreement; Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of the Library.

2. Payment. For all services and incidental costs required hereunder, Consultant shall be paid in accordance with the rates and terms set forth in Exhibit B, attached hereto and incorporated herein. Consultant shall submit its invoices in arrears on a monthly basis in a form approved by the Library. The invoices shall show or include: (a) the tasks performed; (b) the time in quarter hours devoted to the tasks; (c) the hourly rate or rates of the persons performing the tasks; and (d) 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 \$

_____.

3. Term of Agreement. The term of this Agreement shall be from the Effective Date through _____, 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 Library 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 Library 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 shall deliver all materials and work product created pursuant to this Agreement to the Library within 14 days following the date of termination, and shall submit an invoice showing the services performed, hours worked, and copies of receipts for any reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by the Library, and if services are invoiced at an hourly rate hereunder, Consultant shall be entitled to receive full payment for all services satisfactorily rendered and expenses incurred hereunder; if services are instead invoiced on a project basis, then Consultant shall be entitled to a pro rata amount of payment for all services satisfactorily rendered to the date of termination and any related expenses, based on the project as a whole. However, if the Library terminates the Agreement for cause pursuant to Section 4.2, then it shall deduct from such payment the amount of damage, if any, sustained by Library by virtue of the breach of the Agreement by Consultant.

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

5. Indemnification. Consultant agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the Library (including its commissioners, officers, agents, and employees) from and against any and all actions, claims, damages, 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 Library based upon a claim relating to Consultant's performance or obligations under this Agreement. This provision shall be interpreted broadly in favor of the Library, and Consultant's obligations under this provision apply whether or not there is concurrent negligence on the Library's part, but to the extent required by law, excluding liability due to the Library's conduct. 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 C, which is attached hereto and incorporated herein by this reference.

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, fire, 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 Director in a form approved by the Library's General Counsel. The Library 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 Library.

9. Representations of Consultant.

9.1 Standard of Care. Library 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 Library shall not operate as a waiver or release. Consultant represents that it is properly licensed in the jurisdiction where the project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed professionals.

9.2 Status of Consultant. The parties intend for Consultant to perform services under this Agreement as an independent contractor, and further agree that: (a) Consultant is free from the control and direction of the Library in performing services under this Agreement; (b) the services to be performed under this Agreement are outside the usual course of the Library's business; and (c) Consultant is customarily engaged in an independently-established business of the same nature as the services to be performed for the Library under this Agreement. In the event the Library 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 Library 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 Library is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish the Library 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 Library for inspection at any reasonable time. Consultant shall maintain such records for a period of five (5) 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 or engaged as a subcontractor. In addition, if requested to do so by the Library, Consultant shall complete and file, and shall require any other person doing work under this Agreement to complete and file, a Form 700 "Statement of Economic Interest" with the Library disclosing Consultant's or such other person's financial interests.

9.6 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. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.7 Assignment of Rights. Consultant assigns to Library all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the data and reports 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 Library 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 Library may direct, and refraining from disclosing any versions of the data and reports to any third party

without first obtaining written permission of Library. Consultant shall not use or permit another to use the data and reports in connection with this or any other project without first obtaining written permission of Library.

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

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 Library'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 ("notices") shall be made in writing and may be given by personal delivery, U.S. Mail, or courier service (such as Federal Express). Notices sent by mail, delivery or courier shall be addressed as follows:

FOR LIBRARY

Library Director
Sonoma County Library
6135 State Farm Drive
Rohnert Park, CA 94928

FOR CONSULTANT:

When so addressed, notices shall be deemed given upon deposit in the U.S. Mail, or express mail service, postage

prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Any changes to the names and addresses for notice purposes shall be provided in writing.

13. Miscellaneous Provisions

13.1. Merger. This Agreement 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 California Code of Civil Procedure § 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13.2. No Waiver of Breach. The waiver by the parties of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise, or any subsequent breach or promises contained in this Agreement.

13.3. 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.

13.4. 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 Library 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 Library acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.5. Applicable Law and Forum. This Agreement shall be construed and interpreted according to California Law, and any action or proceeding to enforce this Contract or for the breach thereof shall be brought or tried in the County of Sonoma.

13.6. Counterparts. This Agreement may be executed in several counterparts and all counterparts so executed shall constitute one agreement that shall be binding on all of the parties, notwithstanding that all of the parties are not signatory to the original or same counterpart.

13.7. 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 on the dates set forth below.

CONSULTANT:

Dated: _____, 20XX

By: _____
[Insert name and title]

LIBRARY:

Dated: _____, 20XX

By: _____
Erika Thibault
Director
Sonoma County Library

APPROVED AS TO FORM FOR LIBRARY:

By: _____
Jeff A. Mitchell
Library General Counsel
Kronick, Moskovitz,
Tiedemann & Girard

EXHIBIT A

Scope of Work

[Insert]

EXHIBIT B

Payment Terms

[Insert]

EXHIBIT C

Insurance Requirements

With respect to performance of work under this Agreement, Consultant shall maintain insurance as described below unless such insurance has been expressly waived by the Library through a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

The Library 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, the Library 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 the Library. Consultant is responsible for any deductible or self-insured retention and shall fund it upon the Library's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the Library.
- d. The Sonoma County Library shall be endorsed as an additional insured 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 limits 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. Professional Liability/Errors and Omissions Insurance

- a. Minimum Limits: \$1,000,000 per claim or per occurrence; \$1,000,000 annual aggregate.
- b. 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 the Library.
- c. If Consultant's services include: (1) programming, customization, or maintenance of software: or (2) access to individuals' private, personally identifiable information, the insurance shall cover:
 - i. Breach of privacy; breach of data; programming errors, failure of work to meet contracted standards, and unauthorized access; and
 - ii. Claims against Consultant arising from the negligence of Consultant, Consultant's employees and Consultant's subcontractors.
- d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- e. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- f. *Required Evidence of Insurance:* Certificate of Insurance specifying the limits and the claims-made retroactive date.

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:
[INSERT PROJECT NAME].
- 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 the Library for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance are:
Director
Sonoma County Library
6135 State Farm Drive
Rohnert Park, CA 94928

- 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.

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. The Library, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, the Library may purchase the required insurance, and without further notice to Consultant, the Library may deduct from sums due to Consultant any premium costs advanced by the Library for such insurance. These remedies shall be in addition to any other remedies available to the Library.