



**Request for Proposals  
Strategic Plan Consultant**

**Date of Issuance: July 8, 2025  
Proposals Due: 5:00 PM PST August 1, 2025**

## **I. GENERAL PROJECT DESCRIPTION**

### **A. Introduction**

#### **1. Project Background and Description**

The Sonoma County Library (the “Library”) is a Joint Powers Authority entity established in 1975 (and revised in 2014) among the County of Sonoma and the county’s nine incorporated cities to provide library services throughout the county, with an 11-member Library Commission that serves as its sole governing body. The Library Director is responsible for strategic and operational oversight of the library.

The Library provides a general and comprehensive collection of books, magazines, periodicals, subscription databases, and multi-media materials for reference and public borrowing. Services are offered through 15 facilities, including 12 full-service facilities, 2 rural stations, and 1 temporary location.

Library administration and systemwide services are provided from a separate headquarters location. The Library values its Reimagining Plan, developed in 2019 and implemented in 2021, to ensure its services and materials are responsive to the needs of the community. That current Reimagining Plan, can be found on the Library’s website at: <https://sonomalibrary.org/about/reimagining>

SCL has nine Friends of the Library groups and nine Library Advisory Boards. These groups primarily raise funds for their local branches and provide community input to Commission and staff on programming and services.

SCL also works alongside the Sonoma County Library Foundation, a separate 501(c)3 to fundraise for the library. SCLF is currently raising \$3.6 million to help build a new library in the Roseland community of Santa Rosa. The library director works closely with the Foundation on fundraising activities.

Our mission is to bring information, ideas, and people together to build a stronger community. SCL recently developed new vision and values statements to complement our mission.

Sonoma County Library serves 487,000 residents countywide, has over 300+ employees, and has an operating budget of \$46.9 million, of which 65% comes from property tax, and 35% from sales tax.

The Library is currently in the planning stage for developing a new five-year Strategic Plan. A primary goal of this stage is to solicit and gather information regarding how the Library can best serve its community and what changes have occurred since the development of the current Reimagining Plan. This data gathering process should engage the active participation of: the Library Commission, administration, and staff; Friends of the Library, the Library Foundation, Library Advisory Boards, and other library-related groups; JPA members and their elected officials; Municipal Advisory Councils; nonprofit partners; and community members (both current library users and non-users).

## **2. Objective of This Request for Proposals**

The Sonoma County Library seeks an experienced, professional Consultant to develop a comprehensive 5-year strategic plan for the Library that includes significant community engagement. We are committed to undertaking a strategic process that will actively engage our organization in thinking about the future and planning for the sustainable delivery of the programs and services our community expects, and engaging library stakeholders in the process.

### **B. Scope of Work and Process**

Sonoma County Library proposes that the work be completed in discrete stages, including organizational assessment, community engagement, the development of the strategic plan and associated process for evaluation, and the delivery of identified deliverables including reports and plans around communications. The Library will consider alternative approaches or adjustments to the deliverables if mutually agreed upon by both parties in writing.

The term of the proposed contract will be September 4, 2025 through February 28, 2026. A copy of the Library's Professional Services Agreement, which will be used for this project, is attached.

#### **Major Tasks**

- Gain an in-depth understanding of the Library's organizational structure, capacity, resources, services, and programs. Assess the Library's inputs, outputs, and performance measures relative to comparable public libraries (similar size, demographics, and with similar socioeconomic and cultural dynamics).
- Identify strengths and weaknesses inside the Library and outside of it, and examine the political, economic, social, and technological trends that affect the Library and its operating environment.
- Assist in identifying gaps where current library operations are insufficient to meet the identified service priorities.
- Facilitate an in-person strategic planning session with the Library Commission, select staff, and Library Foundation.
- Design and implement an effective method to gather community input and data to identify community perspectives, needs, and opportunities. Data collection and analysis should include surveys, focus groups, stakeholder interviews, and library usage data. The community input process must target library users and non-users. The proposed methods should consider opportunities for staff to be involved in data collection. Key stakeholders include but are not limited to library staff, the Library Foundation, Library Advisory Boards, Friends of the Library groups, and JPA Partners.
- Evaluate data to identify goals and priority areas. Facilitate a planning session with library staff to determine measurable outcomes and strategies to achieve goals.
- Prepare and present the final strategic plan to the Library Commission for approval.

#### **Deliverables**

- Organizational assessment.
- Community engagement feedback analysis.
- Finalized scope of work and timeline.

- An internal communications plan to ensure accountability and successful implementation of the strategic plan.
- An external communications plan that includes a summary publication to ensure transparency and accountability to stakeholders. Plan should include a template for annual updates on the plan.
- An equity-centered five-year plan that provides measurable, quantifiable goals and timetables for achievement. The plan should be flexible enough to adapt to new priorities, evolving trends in libraries, and shifting community needs. The plan should suggest reasonable performance metrics to ensure staff and teams maintain alignment with the priorities outlined in the plan.
- Presentation to the Library Commission for adoption.

### **C. Notice of RFP**

People or organizations interested in, intending to apply, or actually applying to this RFP are recommended to add their name and contact information to the Library's contact list for this RFP in order to receive notice related to the same. The Library is not responsible for not giving notice to any person or organization who has not properly submitted their contact information.

To request notice, email the Library's contact person listed immediately below, stating your request for notice, and expressly referring to this RFP:

Erika Thibault, Library Director  
E-Mail: [ethibault@sonomalibrary.org](mailto:ethibault@sonomalibrary.org)

### **D. Schedule**

The following Schedule applies to this RFP ("Schedule"). The Schedule is subject to change and, except as provided below, changes will be made by written amendment distributed to every person who has requested notice related to this RFP.

<b>DATE</b>	<b>EVENT</b>
July 8, 2025	Release of Request for Proposals
July 18, 2025	Proposers' written questions due via email by 5:00 p.m.
July 25, 2025	Library's written responses to questions Posted
August 1, 2025	Proposals due via email by 5:00 p.m., Pacific Standard Time
August 4-8, 2025	Proposals evaluated by Library's Evaluation Committee
August 11-14, 2025	Interviews conducted (if applicable)
August 15, 2025	Notice of Intent to Award issued
September 4, 2025	Contract presented to Library Commission for approval

## **E. Questions**

Proposers may submit written questions regarding this RFP via email to the contact person below on or before the date listed in the Schedule. The Library will respond to each properly-submitted question in writing via email on or before the date set forth in the Schedule. The Library's will send each question and answer to every vendor who has requested notice regarding this RFP.

Questions regarding this RFP should be sent via e-mail to the Library's contact person:

Erika Thibault, Library Director  
ethibault@sonomalibrary.org

All questions and responses must be in writing; no verbal communications between a proposer and Library staff regarding the substance of a pending RFP are permitted, and any verbal representations provided by Library staff are not binding on the Library.

If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the proposer shall immediately notify the Library's contact person of such perceived error. Modifications to this RFP may be made by addenda, which then become part of this RFP.

## **F. Amendment, Withdrawal, Rejection, or Multiple Awards of RFP**

The Library reserves the right to amend any portion of this RFP on or before the proposal submission deadline listed in the Schedule by issuing written notice to all persons and organizations who have requested notice.

The Library may reject any or all proposals and may or may not waive an immaterial deviation or defect in a proposal. The Library's waiver of an immaterial deviation or defect shall in no way modify the RFP or excuse a proposer from full compliance with solicitation document specifications. The Library reserves the right to accept or reject any or all of the items in the proposal, to award the contract in whole or in part and/or negotiate any or all items with individual proposers if it is deemed in the Library's best interest. Moreover, the Library reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or against the best interest of the Library.

In addition to the right to reject any and all proposals, in whole or in part, the Library also reserves the right to issue similar RFPs in the future. This RFP is in no way an agreement, obligation, or contract and in no way is the Library responsible for the cost of preparing any proposal submitted in response to the RFP.

# **II. SUBMISSION OF PROPOSALS**

## **A. Proposal Length and Format**

The intent of this RFP is to encourage prospective vendors to submit proposals which clearly communicate their understanding of the Library's project requirements and the services it seeks. Proposals submitted in response to this RFP must follow the format

outlined below. Proposals that do not follow the form, content, or procedures outlined in this RFP shall be considered nonresponsive and rejected without further consideration.

### **1. Written Proposals**

Proposals must be in writing and signed by the proposer or its authorized representative. Proposals shall be limited in length to no more than 50 single-sided pages, including photographs or graphic materials. Tabs with graphics and folded-out pages will be counted toward the 75-page limit.

### **2. Submission Copies and Due Date**

Proposals will only be accepted via email. Only one copy is required. Proposers must submit their proposals by email to:

Sonoma County Library  
Erika Thibault, Library Director  
Email: [ethibault@sonomalibrary.org](mailto:ethibault@sonomalibrary.org)  
Phone: (707) 867-8188

**Proposals must be received by 5:00 p.m. on August 1, 2025.**

Proposals received after this time, in any other manner, or at any other location will not be accepted.

### **3. Proposal Contents**

To be considered, proposals must include:

- Cover letter including a brief description of the firm or individual, as well as the name and contact information of the principal.
- Executive summary of the proposal, including purpose, outcomes, and key points on the timeline.
- List of any personnel involved in the process and their role and prior experience. Successful proposers and their subcontractors will have demonstrated experience in strategic planning, public library operations, government organizations, technology, and facilities. Experience with library friends and foundation groups is highly desired.
- Project plan that includes a description of the methodology, tasks, deliverables, timeline, and key dates.
- Schedule of costs to complete the project. All costs associated with the project should be listed. Additional sheets may be attached.
- References of contact information of 3 or more current or previous clients for whom comparable work was completed, including the dates and types of services performed. Include the name, title, email, and telephone number of persons who may be contacted.
- Samples of 2 or more executed strategic plans where the proposer was the project lead; one example must be specific to libraries.
- Additional documentation or information as the facilitator deems fit to assist Sonoma County Library in the selection process, including any exclusions, exceptions, or recommendations.

## **B. Proposal Duration and Contract Timing Requirements**

All proposals will remain in effect and shall be legally binding for at least one hundred and twenty (120) days after the proposal submission due date listed in the Schedule.

Unless otherwise authorized by the Library, the selected vendor will be required to execute a contract with the Library for the services requested within sixty (60) days of the Library's issuance of the notice of intent to award. If agreement on contract terms and conditions acceptable to the Library cannot be achieved within that timeframe, or if it appears that an agreement will not be possible after reasonable negotiations have been conducted (as determined at the sole discretion of the Library), then the Library reserves the right to retract the notice of intent to award and proceed with awards to other vendors, or to withdraw this RFP.

## **C. Withdrawal and Submission of Modified Proposals**

A proposer may withdraw a proposal at any time prior to the submission deadline listed in the Schedule by submitting a written notification of withdrawal signed by the proposer or its authorized agent. Another proposal may be submitted prior to the deadline. A proposal may not be changed after the designated deadline for submission of proposals.

## **D. Confidentiality of Information Contained in Proposals**

### **1. Disclosure of Proposal Contents**

All proposals and other materials submitted in response to this RFP procurement process become the property of the Library. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, shall be held in confidence during the evaluation and selection process. Upon the completion of the evaluation and selection process, indicated by transmittal of the Notice of Intent to Award Contract described in Section IV.A, below, or by rejection of all proposals, the proposals and associated materials shall be open for review by the public to the extent required by the California Public Records Act. By submitting a proposal, the responding firm acknowledges and accepts that the contents of the proposal and associated documents shall become open to public inspection.

### **2. 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 for honoring such a designation. 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.

## **E. Disqualification or Rejection of Proposal**

The Library may, at its sole discretion, disqualify or reject a proposal if it fails to furnish all information requested in this RFP, fails to follow the format requested in this RFP, or contains false, incomplete, misleading, or unresponsive statements.

### **III. SELECTION PROCESS**

#### **A. Evaluation Committee to Review Proposals**

The Library shall form an Evaluation Committee to review the content of all proposals submitted in response to this RFP. The Evaluation Committee may be comprised of Library employees or officers, Commission members, or persons outside of the Library. The Evaluation Committee shall review and evaluate all timely proposals based on the terms of this RFP and shall make a recommendation for selection of a vendor to the Library Commission. The Library Commission is ultimately responsible for approving any contract to be awarded under this RFP, in its sole discretion.

Those Library employees who have a conflict of interest with a person or business entity submitting a proposal shall not participate in the review or selection process, per Government Code § 87100. Any person or business entity submitting a proposal who has such a relationship with a Library employee who may be involved in the selection process shall advise the Library of the name of its employee in the proposal.

The Evaluation Committee may reject any or all proposals, or portions thereof, if it determines that it is in the Library's best interests to do so.

Highest-ranking consultants may be asked further questions and should be available to meet virtually during the time period of August 11-14, 2025.

#### **B. Evaluation Criteria**

Proposals may be evaluated using the following criteria (there is no value or ranking implied in the order of this list):

- Compliance with the RFP.
- Quality of work plan, methodology, and overall approach.
- Demonstrated experience and success in strategic planning in public libraries, especially large, multi-branch library systems.
- Expertise in public library operations, trends, technology, facilities, and friends and foundation groups.
- Schedule of costs to complete the project. All costs associated with the project should be listed.
- Demonstrated ability to meet deadlines and operate within budget.
- Strong community group facilitation skills and experience facilitating workshops with diverse stakeholders.
- Readability, cohesion, and organization of the proposal.
- References, contracts, and provided examples.

#### **C. Defects in Proposals**

An error in a proposal may cause the Evaluation Committee to reject that proposal; however, the Evaluation Committee may, in its sole discretion, retain the proposal and make certain corrections if the proposer's intent is clearly established based on review of the complete proposal submitted. The Evaluation Committee may also correct obvious clerical errors.



#### **D. Additional or Supplemental Information**

The Evaluation Committee may, during the evaluation process, request any proposer to provide additional information which the Evaluation Committee deems necessary to evaluate the proposer's ability to perform the required services. Such information shall be required to be provided in writing, and shall become part of the proposal on record.

#### **E. Interviews**

After initial screening, the Evaluation Committee will select those proposers deemed most qualified for this project for further evaluation. Interviews of those selected proposers may be conducted as part of the final selection process, including a device demonstration. Interviews may or may not have their own separate scoring during the evaluation process.

#### **F. Selection of Proposals**

The Library reserves the right to select the proposal(s) which in its sole judgment best meets its needs, and to award a contract to one or multiple qualified submittals. ***The lowest proposed cost is not the sole criterion for recommending a contract award.***

The Library is not responsible for any costs incurred in the preparation or submission of a proposal or any work performed prior to the execution of a contract.

### **IV. CONTRACT AWARD**

#### **A. Notice of Intent to Award Contract**

Upon selecting a proposal, the Library will enter into contract negotiations with the chosen vendor. If such negotiations are unsuccessful, the Library will proceed to negotiate with the proposer who scored next highest in rank.

Upon successful completion of contract negotiations, all proposers who have submitted proposals in response to this RFP will be provided with notice as to the successful vendor through a notice of intent to award contract.

#### **B. Contract Award**

The Evaluation Committee will make a recommendation on awarding a contract to the Library Commission. No contract will be in effect until approved by the Library Commission.

This RFP does not commit the Library to award a contract. The Library has absolute discretion in awarding a contract and reserves the right to waive informalities and irregularities in this RFP and/or the proposals received. The Library reserves the right to accept or reject any or all proposals or to modify or cancel this RFP in part or its entirety.

### **C. Protest Process**

Any protests to this RFP, the selection process, or the awarded contract must be in writing and must comply with the requirements set forth in the Library's Purchasing and Bid Protest Policy and Procedures, found on the Library's website in the [Policies and Procedures section](#).

#### **Attachments:**

Attachment A: Sonoma County Library Professional Services Agreement

## **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 Godbe Research, a market research firm, 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**

#### **1. 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 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 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

Erika Thibault, 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: \_\_\_\_\_, 2025

By: \_\_\_\_\_  
[Insert name and title]

LIBRARY:

Dated: \_\_\_\_\_, 2025

By: \_\_\_\_\_  
Erika Thibault  
Director  
Sonoma County Library

APPROVED AS TO FORM FOR LIBRARY:

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