



Baseline Documentation and Environmental Consulting Services

REQUEST FOR PROPOSALS (RFP)

The Sonoma County Agricultural Preservation and Open Space District (“Ag + Open Space”) invites you to respond to a Request for Proposals for “as-needed” baseline condition assessment services, (“Baseline Documentation”) for properties protected by Ag + Open Space-held conservation or open space easements, as well as additional environmental consulting services related to evaluating and characterizing conditions on these easements.

Proposals must be received no later than **March 4, 2025** (03/04/2025).

A. Introduction/Purpose

1. Ag + Open Space Background

In 1990, the voters of Sonoma County created Ag + Open Space to protect the greenbelts, scenic views, farms and ranches and natural areas of Sonoma County. Ag + Open Space uses and leverages funds generated from a voter-approved, quarter-cent sales tax to protect open space, including lands that provide for productive agriculture, healthy natural resources, scenic vistas, greenbelts, recreational opportunities and open space in and near communities and cities.

2. Project Description

Ag + Open Space is soliciting proposals from consultants interested in providing “as-needed” Baseline Documentation services for a variety of Ag + Open Space-protected properties throughout Sonoma County. Baseline Documentation includes, but is not limited to, documenting property conditions, features, improvements, land use, ecological conditions, and potential problem areas through field observations, research of available literature, and discussions with staff and other relevant parties. Ag + Open Space will also request additional environmental consulting services through this contract relevant to the acquisition of new properties including timber stand assessments and plant and wildlife surveys.

Ag + Open Space staff will use the Baseline Documentation as a reference for regular monitoring visits in perpetuity to ensure landowner compliance with the conservation or open space easement. With respect to these services, Ag + Open Space desires to enter

into as-needed service agreements with multiple consultants for a sum total of up to \$300,000 to provide Baseline Documentation services over the next three years. The requested scope of services and the proposal process are outlined below. Please submit a proposal by **5:00 pm** on **March 4, 2025**.

Ag + Open Space reserves the right to award as-needed service agreements to multiple consultants for similar tasks or select one consultant for a variety of tasks. Over the next three years for all tasks across multiple Ag + Open Space properties. The total budget for the work to be performed pursuant to these agreements is not anticipated to exceed **\$300,000** over the next three years for all tasks across multiple properties. Ag + Open Space will not guarantee any minimum or maximum amount of work to be completed under any as-needed agreement.

B. Proposed Scope of Services & Background

Ag + Open Space anticipates acquiring conservation easements over a number of properties in the coming years for which Baseline Documentation will be required.

Ag + Open Space is requesting proposals from consultants to provide Baseline Documentation Reports and other associated environmental consulting services. Consultants submitting proposals (referred to hereafter as “Consultants”) must include a narrative description of the Consultant’s ability to carry out the work identified in Tasks 1-4 below, as well as any of the optional Tasks 5-10 in accordance with the format described in Attachment 5 (Ag + Open Space’s Baseline Template) and Attachment 4 (Sample Baseline Report) to this RFP. Consultants must hold all applicable licenses needed to perform the proposed work scopes. (For specialty work, a Consultant may satisfy this requirement by using a licensed subconsultant that is identified in the Consultant’s proposal.)

1. Scope of Work

Required Tasks

Required Task 1	Project Coordination
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Consultant shall coordinate all work and, upon request, attend meetings and site visits with an Ag + Open Space representative. If specified in the Task Order, Consultant shall attend meetings and/or coordinate meetings with staff and other stakeholders to provide updates, initial conclusions and discuss next steps or recommendations.

In support of the Consultant’s work, Ag + Open Space shall provide the following as needed:

1. Access to all project reports, aerial photographs, and maps relating to the site’s environmental and cultural resources in order to support consultant in executing the

described scope of services in an efficient manner. Site plans and project-specific GIS layers will be provided at Ag + Open Space's expense.

2. Access to the property as needed and in coordination with the landowner.
3. Access to Ag + Open Space data layers, databases, mapping templates, and GIS data for analysis.

Required Task 2	Background Research
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Consultant will gather detailed information about the relevant property by researching Ag + Open Space-provided background materials and other available literature and discussing the Project with Ag + Open Space staff, landowner, and/or other relevant parties. Particular attention must be given to the provisions of, and values protected by, the conservation easement at issue in the baseline.

Required Task 3	Site Visit(s)
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Consultant will conduct site visit(s) to observe and document property conditions, features, improvements, land use, and potential problem areas, as well as to support other tasks and services specific to the project. Generally, site visits involve collection of the following information, at minimum:

1. Photos including GPS locations and directions
2. Walking project boundaries and noting potential areas of concern including boundary fencing conditions (if applicable), signs of trespass, and encroachments.
3. Observing and documenting all infrastructure, structures/buildings, roads and stream crossings.
4. Observing and documenting important natural resources and their conditions, generally including but not limited to:
 - a. Hydrology including streams, ponds, wetlands, and visible erosion.
 - b. Verifying mapped vegetation and habitat classifications, and remapping or changing classifications and boundaries based on field observations.
 - c. Invasive plant and animal species.
 - d. Land uses such as agriculture, forestry, and recreational trails.
 - e. Rare plants and/or other species or habitats of special concern.

Required Task 4	Baseline Report Writing
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Consultant(s) will prepare Baseline Reports, including text narratives, map exhibits, and photograph exhibits, following Ag + Open Space's Baseline Documentation Template (Attachment 5). Baseline reports will include all requested information and language

following Ag + Open Space standards but tailored to project specific guidance and incorporating recommendations and observations made by Consultant(s).

Ag + Open Space staff may generally request one or multiple draft reports prior to the final report to incorporate feedback from staff and landowners. A timeline for draft and final reports will be determined on a project specific basis. Final report submittals will be made electronically, either by email or file sharing to the Ag + Open Space office.

Optional Tasks:

Proposer may **select one or more** of the Optional Tasks listed below. Ability to complete these or related tasks may be required for, or in addition to, specific Baseline Reports, or prior to Baseline Reporting to inform the planning and design of conservation easements. Proposers able to demonstrate the ability to complete one or more of these will rank more highly during the selection process.

Optional Task 5	Forest Condition Assessment, Stand Surveys, and Timber Appraisals
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Consultant shall conduct field assessments that may include the following, as well as generating reports or data from this information:

1. Forest Condition Assessment

- a. Conduct site visits to assess assets and liabilities of a property including road conditions and design, slopes, forest type and species mix, watershed and other property conditions which directly relate to forest operations on a given property.
- b. Review and analyze data from Timber Harvest Plans and Non-Industrial Timber Management Plans on project properties including existing timber cruises, soils maps, site index, road network maps, water resources maps (springs and well), vegetation maps, biological inventories, timber appraisals, title report, and other reports and data provided by Ag + Open Space or landowner.
- c. Logging feasibility/profitability assessment including analysis of timber markets to determine economic viability of potential harvest.

2. Stand Survey/Cruise

Conduct timber stand surveys according to best professional/industry standards

- 3. Wildfire Risk Assessment:** evaluate hazardous wildfire conditions due to fuel loading, site access, dead trees, etc, and make general recommendations.

Applicants wishing to select this optional task must meet the minimum qualifications established in section D.

Optional Task 6	Wildlife Surveys/Assessments
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Consultant shall conduct field assessments that may include the following, as well as generating reports or data from this information:

1. Reconnaissance-level habitat assessment and/or wildlife surveys

Survey for special status or other species of interest. Surveys for special status species shall be conducted in compliance with applicable regulatory protocols for the specific species. Consultant shall indicate species for which they have an incidental take permit, for example when using an electrofisher to sample fish populations.

2. Wildlife Monitoring

- a. Design and establish motion-sensor camera wildlife monitoring and apply other non-invasive monitoring methodologies to capture actual populations and presence surveys will be useful.
- b. Observational documentation of wildlife including bird listening surveys or other field methods.

3. Habitat Assessments

- a. Complete wildlife permeability assessments to evaluate conservation value of a property to improve wildlife habitat conditions and connectivity, including inventory of on-site and surrounding infrastructure that may create barriers to wildlife passage (roads, fencing, etc).
- b. Assessment of potential of spreading nonnative or opportunistic animal species (e.g., barred owl, bullfrog) that may impact habitat functions and conservation values of a given property.
- c. Field verification of sensitive habitats species and presences, utilizing pre-existing records from the California Natural Diversity Database and other sources.

Optional Task 7	Botanical Surveys/Assessments
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Consultant shall conduct field assessments which may include the following, as well as generating reports or data from this information:

1. Habitat and Resource Mapping

- d. Reconnaissance-level vegetation community classifications, including identification of rare or high priority habitats to inform easement design and property management.
- e. Invasive species mapping and treatment recommendations.

- f. Rare or threatened species survey, mapping, and identification, including field verification of sensitive habitats species and presences, utilizing pre-existing records from the California Natural Diversity Database and other sources.

Optional Task 8	Stream/Aquatic Resource Assessment and Classification
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Consultant shall conduct field assessments which may include the following, as well as generating reports or data from this information:

- 1. Stream and Riparian Surveys**

Stream assessments characterizing habitat and geomorphological conditions including temperature, shade cover, substrate, and fish passage barriers. Habitat Inventory Methods for streams may follow procedures outlined in the California Salmonid Stream Habitat Restoration Manual or other generally accepted methodologies

(<https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=22610&inline>).

- 2. Wetlands**

Generalized wetland inventory and classification (jurisdictional wetland determination is not expected to be necessary under the scope of this contract).

- 3. Restoration Analysis**

High-level evaluation of aquatic and riparian restoration potential and feasibility.

Optional Task 9	Rangeland Assessment
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Consultant shall conduct field assessments which may include the following, as well as generating reports or data from this information:

- 1. Rangeland Health Assessment**

Conduct rangeland health assessments using generally accepted protocols such as : Interpreting Indicators of Rangeland Health Technical Reference 1734-6 (USDA et al)

(https://www.nrcs.usda.gov/sites/default/files/2022-06/Interpreting_Indicators_1734-6_ver5_08272020%20%281%29.pdf)

- 2. Rangeland Management Planning**

Produce memos or recommendations for rangeland management, and identify site-specific best-practices.

Optional Task 10	Agricultural Lands Health Assessments, Soils, Suitability Analysis
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Consultant shall conduct field assessments which may include the following, as well as generating reports or data from this information:

1. Agricultural soil health

Assess soil health indicators using generally accepted protocols such as the NRCS Cropland In-Field Soil Health Assessment Guide (https://www.nrcs.usda.gov/sites/default/files/2022-10/Cropland_InField_Soil_Health_Assessment_Guide.pdf)

2. Infrastructure Assessment

Report on quality and suitability of infrastructure to support agricultural operations, and potential impacts to resource quality. Reports may indicate potential problems such as failing dams or other water control infrastructure, road quality and erosion risks, and water availability, though none of these assessments/reports require an engineering opinion. These reports are solely for Ag + Open Space purposes in stewarding eased properties over time and they are not prepared to advise landowners regarding the functionality, safety, fitness or design of the infrastructure at issue.

3. Vineyard Assessment

Report on the suitability of properties for viticultural production.

Optional Task 11	Road and Trail Management
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Consultant shall conduct field assessments to map and document conditions of all existing roads and official or social trails, and provide reports and recommendations for trail and road management, repair, or closure. This may include documenting signs of erosion, blocked or failed culverts, and use of trails by motorized vehicles.

Background Materials to be Provided by Ag + Open Space

Ag + Open Space staff will coordinate initial site visit and provide Consultant with the following materials:

- Project Description
- Location Map/Site Map
- Ag + Open Space staff's Site Assessment Report and Map, if available
- Draft or final Conservation Easement
- Draft or final Matching Grant Agreement, Transfer Agreement, Recreation Covenant, etc, if applicable.
- Any legal agreements pertaining to the Property (i.e., funding grants, life estates, cultural access agreements, etc.)
- Property Appraisals and Title Reports, if available

- GIS layers of conservation easement boundary, any easement-designation areas, County protected lands, parcel ownership, County general plan, USGS Digital Ortho Quads, aerial imagery, and other layers as needed (will include terms and conditions of use of data)
- Information regarding any known cautions or restrictions that must be observed while on Property
- Ag + Open Space's Baseline Documentation Template and project-specific guidelines, if applicable
- Ag + Open Space standard guidelines including:
 - GIS Guidelines
 - GIS style file/templates for approved symbology

C. Proposal Submittal

1. Proposers must submit one (1) electronic copy to the County of Sonoma's [Supplier Portal](https://esupplier.sonomacounty.ca.gov/). The link to the Supplier Portal is: <https://esupplier.sonomacounty.ca.gov/>. Hard copy, faxed, and/or emailed submissions will not be accepted.

Note: Proposers must be registered to submit electronic proposals. See registration instructions on the Supplier Portal link above.

Consultant

2. **Due Date:** Proposals must be received **no later than 5:00 p.m. on March 4, 2025**. The proposal due date is subject to change. If the proposal due date is changed, all known recipients of the original RFP will be notified of the new date.
1. **General Instructions:** To receive consideration, proposals shall be made in accordance with the following general instructions:
 - a. The completed proposal shall be without alterations or erasures.
 - b. No oral proposals will be considered.
 - c. The submission of a proposal shall be an indication that the Consultant has investigated and satisfied him/herself as to the conditions to be encountered, the character, quality and scope of the work to be performed, and the requirements of Ag + Open Space, including all terms and conditions contained within this RFP.
2. **Proposal Format and Contents:** For ease of review and to facilitate evaluation, the proposals for this project should be organized and presented in the order requested as follows:
 - i. **Proposal Scope Form (Attachment 2)**
Consultants should check all boxes corresponding to categories of work they are offering to perform for Ag + Open Space.

Section I - Organizational Information

Provide specific information concerning the Consultant in this section, including the legal name, address and telephone number of your company and the type of entity (sole proprietorship, partnership, or corporation and whether public or private). Include the name and telephone number of the person(s) in your company authorized to execute the proposed contract. If two or more Consultants are involved in a joint venture or association, the proposal must clearly delineate the respective areas of authority and responsibility of each party. All parties signing the Agreement with Ag + Open Space must be individually liable for the completion of all

work even when the areas of responsibility under the terms of the joint venture or association are limited.

ii. **Section II - Qualifications and Experience**

Provide specific information in this section concerning the Consultant's experience in the services described in the Proposal Scope Form (Attachment 2). For staff assigned to the anticipated contract work, provide detailed information regarding their qualifications and experience, including relevant projects and a resume. **References are required.** Please provide names, addresses, and telephone numbers of contact persons within three (3) client agencies/groups for whom similar services have been provided.

iii. **Section III – Identification of Subconsultants**

List all subconsultants you intend to use for the proposed scope(s) of work. For each subconsultant listed, Consultants shall indicate (1) what products and/or services are to be supplied by that subconsultant, (2) what percentage of the overall scope of work that subconsultant will perform, (3) the qualifications of each sub-consultant and assigned staff to carry out the work; and (4) the subconsultant's costs of service as outlined in Section V below.

iv. **Section IV - Cost of Service**

Consultants must submit a rate sheet with the hourly rates for all workers that will be working under the As-Needed Agreement. Consultants must describe any markup that will be built into any quote that may be requested by Ag + Open Space.

v. **Section V - Additional Information**

Applicants may include any other information that might be related but is not required by this RFP.

vi. **Section VI – Contract Terms**

Consultants must include a statement acknowledging their willingness to accept the sample contract terms (see Sample Agreement; Attachment 2) or identify specific exceptions to the sample agreement. Any proposed exceptions to the indemnification, insurance, or other standard terms of the sample agreement must be as specific as possible. Exceptions not explicitly identified in the Proposal will not be considered in any contract negotiations. Please note that proposing significant changes to standard terms may result in a lower evaluation score. If standard terms are acceptable, include the statement "No exception to standard terms."

D. Minimum Qualifications

- a. *Insurance.* Selected Consultants will be required to obtain and comply with all insurance requirements described in Exhibits C1, or C2 to the Sample Agreement (Attachment 2). Securing this insurance is a condition of award for any contract.
- b. *Living Wage.* The consultant shall comply with any and all federal, state, and local laws – including, but not limited to the County of Sonoma Living Wage Ordinance – affecting the services provided by this contract. Without limiting the generality of the foregoing, consultant expressly acknowledges and agrees that the contracts to be awarded pursuant to this solicitation are subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance by Consultant during the term of the contract will be considered a material breach and may result in termination of the contract or pursuit of other legal or administrative remedies.

The link to the Living Wage Ordinance is:

<http://sonomacounty.ca.gov/CAO/Living-Wage-Ordinance/>

- c. *Licensure Requirements.* Consultants wishing to demonstrate expertise in the forestry category (Optional Task 5) must identify certification by a member of the bidding team as a Registered Professional Forester (RPF) in the State of California in good standing. If consultant wishes to meet these qualifications through use of a subconsultant(s), they must be identified in the Proposal, and demonstrate compliance with all minimum qualifications listed elsewhere in this section.
- d. *Subject expertise.* The consultant shall demonstrate expertise in at least one of the following subject matters. Expertise may be demonstrated through any combination of example education, work, professional certification, and references.
 - Forestry (see previous section)
 - Botany
 - Wetlands
 - Hydrology/geomorphology
 - Geology
 - Wildlife Biology/fisheries
 - Agriculture
 - Rangeland Management
 - Wildland fire and fuels management
- e. *Geographical Information Systems/Software.* As part of the normal course of report preparation and field data collection, consultants will be required to collect GPS data meeting minimum standards for quality and precision, and

produce maps using Esri ArcGIS Pro with Ag + Open Space-provided templates. Ideally, consultants will utilize ESRI field data collection products (i.e., ArcGIS Online) and ArcGIS Online for data sharing. As of September 2024, Ag + Open Space will no longer support ArcMap Desktop 10.8.x. All map documents must be submitted in ArcGIS Pro.

Ag + Open Space also requires consultants to be proficient in the use of Microsoft Office Suite software, particularly Word, with up-to-date versions installed, and to be familiar with and capable of using file sharing services such as Dropbox.

- f. Required Equipment:* Baseline Consultants are required to use GPS to capture photo points and other features on site visits. For accuracy we recommend GNSS-compatible devices with Bluetooth connectivity. Ag + Open Space strives to meet a minimum of 30 feet (10 m) positional accuracy for baseline and monitoring photo points. Depending on site conditions (e.g., density of overstory canopy), this may or may not be achieved with a standard GPS unit. Consult with Ag + Open Space if your equipment is not capable of achieving minimum accuracy requirements. In some cases, Ag + Open Space may request higher accuracy (sub-meter) for specific locations and has equipment available for that purpose. It can also often be rented. Examples of less expensive GNSS receivers generally achieving positional accuracy standards include Bad Elf Pro+, Bad Elf Flex Mini, Trimble Catalyst DA2, and EOS Arrow Lite.

GPS receivers must be enabled to capture positional accuracy attributes:

- PDOP: Position (3D) dilution of precision
- HDOP: Horizontal dilution of precision
- VDOP: Vertical dilution of precision
- Horizontal Accuracy
- Vertical Accuracy
- Number of Satellites

A Bluetooth enabled tablet computer or smartphone capable of running and displaying Esri Field Maps is preferred. The device will need sufficient onboard storage to hold downloaded offline area web maps (0.5-2GB).

E. Desired Qualifications And Experience

Baseline Reports. Preference will be given to consultants with demonstrated experience creating Baseline Documentation Reports for conservation land acquisitions. Experience can be demonstrated through references or work samples.

F. Contract Procedure

For each Project, Ag + Open Space will prepare a request for a quote from one or more Consultants for a specific task or group of tasks. For complex projects where on-site inspection may be necessary to clarify the anticipated scope of work, a pre-quote conference may be held by Ag + Open Space staff at the work site. If a pre-quote conference is scheduled by Ag + Open Space staff, attendance at the conference will be required to submit a quote.

Consultants interested in performing the work will respond to Ag + Open Space's quote request with a written quote which shall include a description of the work to be performed and the proposed cost for all related services and materials. Ag + Open Space reserves the right to request clarification of a submitted quote. Based on the quotes submitted, Ag + Open Space will select a consultant based on its assessment of a consultant's capacity, qualifications, and record of service with Ag + Open Space and/or other clients, as well as the proposed cost for the project. Ag + Open Space may select the lowest quote, but reserves the right to consider other factors in determining which consultant to use for any specific scope of work. An Agreement Memo will be prepared for the selected consultant based on the quote received. The Agreement Memo (see Attachment 2, Exhibit B: Sample Agreement Memo) must be signed by Ag + Open Space staff and the Consultant prior to the commencement of work.

G. Local Preference

It is Ag + Open Space's policy to promote employment and business opportunities for local residents and Consultants on all contracts and give preference to local residents, workers, businesses and Consultants to the extent consistent with the law and interests of the public. A Local Service Provider is defined as a business or Consultant who has a valid physical address located within the County of Sonoma from which the Consultant operates or performs business on a day-to-day basis, and holds a valid business license if required by a city within the jurisdiction of the County of Sonoma.

For quantitative evaluations of proposals, the locality of the service provider shall be included as an evaluation criterion in RFPs. Extra percentage weighting of 5% shall be provided in the total rating score for local service providers. For qualitative evaluations of proposals, Ag + Open Space shall consider the locality of Consultants or businesses and their sub-Consultants, along with other criteria identified in the RFP. If there is more than one service provider being considered and the providers are competitively matched in terms of other criteria, local service providers should be selected. If hiring sub-Consultants, Ag + Open Space strongly encourages using local service providers. (See Attachment 3 Declaration of Local Business for Services.)

H. Schedule

The following schedule is subject to change. Except as provided below, changes will only be made by written amendment to this RFP, which amendment shall be issued to all parties known to be in receipt of this RFP by Ag + Open Space.

Date	<u>Event</u>
<u>January 28, 2025</u>	Release Request for Proposals
<u>February 20, 2025</u>	Deadline for Consultant's Questions
February 27, 2025	Ag + Open Space's Responses to Questions Due
<u>March 4, 2025</u>	Proposals Due
March 6 - 10, 2025	Proposals Evaluated by Ag + Open Space
March 25, 2025	Board of Directors Awards Contract <i>(subject to delay without notice to proposing consultants)</i>

I. Questions

Questions must be submitted in writing before **5 pm on March 4, 2025**. Written answers to questions will be shared with all known potential proposers. Questions should be directed by e-mail to Simon Apostol (Simon.Apostol@sonoma-county.org). Questions will not be accepted by phone.

J. Corrections and Addenda

1. If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the proposer shall immediately notify the contact person of such error in writing and request clarification or modification of the document. Modifications will be made by addenda as indicated below to all parties in receipt of this RFP.
2. If a proposer fails to notify the contact person prior to the date fixed for submission of proposals of a known error in the RFP, or an error that reasonably should have been known, the proposer shall submit a proposal at their own risk, and if the proposer is awarded a contract they shall not be entitled to additional compensation or time by reason of the error or its subsequent correction.
3. Addenda issued by Ag + Open Space interpreting or changing any of the items in this RFP, including all modifications thereof, shall be incorporated in the proposal. The proposer shall submit the addenda cover sheet with the proposal (or deliver them to the Sonoma County Agricultural Preservation and Open Space District, 747 Mendocino Avenue, Santa Rosa, CA 95401, if the proposer has previously submitted a proposal to Ag + Open Space). Any oral communication by Ag + Open Space's designated contact person or any other Ag + Open Space staff member concerning

this RFP is not binding on Ag + Open Space and shall in no way modify this RFP or any obligations arising hereunder.

K. Selection Process

1. All proposals received by the specified deadline will be reviewed by Ag + Open Space for content, including but not limited to rates, related experience and professional qualifications of the proposing consultants.
2. Ag + Open Space employees will not participate in the selection process when those employees have a relationship with a person or business entity submitting a proposal which would subject those employees to the prohibition of Section 87100 of the Government Code. Any person or business entity submitting a proposal who has such a relationship with an Ag + Open Space employee who may be involved in the selection process shall advise Ag + Open Space of the name of said employee in the proposal.
3. Proposals may be evaluated using the following criteria (note that there is no value or ranking implied in the order of this list):
 - a) Quality of the proposal
 - b) Demonstrated ability to perform the services described;
 - c) Experience, qualifications and expertise;
 - d) Quality of work as verified by references;
 - e) Rates;
 - f) A demonstrated history of providing similar services to comparable entities in a high quality manner;
 - g) The locality of the Consultant;
 - h) Willingness to accept Ag + Open Space's contract terms; and
 - i) Any other factors the evaluation committee deems relevant. (When such criteria are used for evaluation purposes, the basis for scoring will be clearly documented and will become part of the public record.).
4. The General Manager of the Sonoma County Agricultural Preservation and Open Space District, in consultation with the Acquisition Program Manager, reserves the right, at his/her sole discretion, to take any of the following actions at any time before selection: waive informalities or minor irregularities in any proposals received, reject any and all proposals, cancel the RFP, or modify and re-issue the RFP. Failure to furnish all information requested or to follow the format requested herein may disqualify the Consultant, in the sole discretion of Ag + Open Space. False, incomplete, misleading or unresponsive statements in a proposal may also be sufficient cause for a proposal's rejection.
5. Ag + Open Space may, during the evaluation process, request from any Consultant additional information which Ag + Open Space deems necessary to determine the

Consultant's ability to perform the required services. If such information is requested, the Consultant will have three (3) business days to submit the information requested.

6. An error in the proposal may cause the rejection of that proposal; however, Ag + Open Space may keep the proposal and make corrections. Ag + Open Space will consider the level of complexity required by and conformance of the proposal to the format and content required by the RFP to determine if a correction will be made. If the Consultant's intent is clear based on review of the complete proposal, Ag + Open Space may, correct an error based on the presumed intent of the Consultant. Ag + Open Space may also correct obvious clerical errors. Ag + Open Space may also request clarification from a Consultant on any item in a proposal that Ag + Open Space believes to be in error.
7. Ag + Open Space reserves the right to select the proposal(s) which, in its sole judgment, best meets the needs of Ag + Open Space. The lowest proposed cost is not the sole criterion for recommending contract award.
8. All Consultants responding to this RFP will be notified of their selection or non-selection after the evaluation committee has completed the selection process. Such notice will be provided as a "notice of intent to award" the contract.
9. Generally, Consultant(s) selected by the evaluation committee will be recommended to the Board of Directors for proposed contract(s), but the Board is not bound to accept the recommendation or award the contract(s) to the recommended Consultant(s).
10. Ag + Open Space reserves the right to award contracts to multiple Consultants for similar work and to award contracts for a more limited scope of services than a Consultant proposes to perform.

L. Finalist Interviews

After initial screening, the evaluation committee may select those Consultants deemed most qualified to provide certain services for further evaluation. Interviews of these selected Consultants may be conducted as part of the final selection process. Interviews may or may not have their own separate scoring during the evaluation process.

M. General Information

1. Rules and Regulations

- a) The issuance of this solicitation does not constitute an award commitment on the part of Ag + Open Space, and Ag + Open Space shall not pay for costs incurred in the preparation or submission of proposals. All costs and expenses associated with the preparation of this proposal shall be borne by the proposing Consultant.

- b) Ag + Open Space reserves the right to reject any or all proposals or portions thereof if Ag + Open Space determines that it is in the best interest of Ag + Open Space to do so.
- c) Ag + Open Space may waive any deviation in a proposal. Ag + Open Space's waiver of a deviation shall in no way modify the RFP requirements nor excuse the successful proposing Consultant from full compliance with any resultant agreement requirements or obligations. Ag + Open Space reserves the right to reject any or all proposals, or to waive any defect or irregularity in a proposal. Ag + Open Space further reserves the right to award the agreement to the proposing Consultant or Consultants that, in Ag + Open Space's judgment, best serves the needs of Ag + Open Space.
- d) All Consultants submit their proposals to Ag + Open Space with the understanding that the recommended selection of the review committee is final and subject only to review and final approval by the General Manager (via delegation), or the Board of Directors.
- e) Upon submission, all proposals shall be treated as confidential documents until the selection process is completed. Once the notice of intent to award is issued by Ag + Open Space, all proposals shall be deemed public record. In the event that a Consultant desires to claim portions of its proposal exempt from disclosure, it is incumbent upon the Consultant to clearly identify those portions with the word "Confidential" printed on the top right hand corner of each page for which such privilege is claimed, and to clearly identify the information claimed confidential by highlighting, underlining, or bracketing it, etc. Examples of confidential materials include trade secrets. Each page shall be clearly marked and readily separable from the proposal in order to facilitate public inspection of the non-confidential portion of the proposal. Ag + Open Space will consider a Consultant's request for exemptions from disclosure; however, Ag + Open Space will make its decision based upon applicable laws. An assertion by a Consultant that the entire proposal, large portions of the proposal, or a significant element of the proposal, are exempt from disclosure will not be honored and the proposal may be rejected as non-responsive.
- f) Ag + Open Space will endeavor to restrict distribution of material designated as confidential to only those individuals involved in the review and analysis of the proposals. Consultants are cautioned that materials designated as confidential may nevertheless be subject to disclosure. Consultants are advised that Ag + Open Space does not wish to receive confidential or proprietary information and those Consultants are not to supply such information except when it is absolutely necessary. If any information or materials in any proposal submitted are labeled confidential or proprietary, the proposal shall include the following clause:

"[Legal name of Consultant]" shall indemnify, defend and hold harmless the Sonoma County Agricultural Preservation and Open Space District, its officers,

agents and employees from and against any request, action or proceeding of any nature and any damages or liability of any nature, specifically including attorneys' fees awarded under the California Public Records Act (Government Code §6250 et seq.) Arising out of, concerning or in any way involving any materials or information in this proposal that [legal name of Consultant] has labeled as confidential, proprietary or otherwise not subject to disclosure as a public record.”

2. Nonliability of Ag + Open Space

Ag + Open Space shall not be liable for any pre-contractual expenses incurred by the Consultant or selected consultant or consultants. Ag + Open Space shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

3. Proposal Alternatives

Consultants may not take exception or make material alterations to any requirement of the RFP. Alternatives to the RFP may be submitted as separate proposals and so noted on the cover of the proposal. Ag + Open Space reserves the right to consider such alternative proposals, and to award an agreement based thereon if it is determined to be in Ag + Open Space's best interest and such proposal satisfies all minimum qualifications specified in the RFP. Please indicate clearly in the proposal that the proposal offers an alternative to the RFP.

4. Lobbying

Any party submitting a proposal or a party representing a Consultant shall not influence or attempt to influence any member of the selection committee, any member of the Board of Directors, or any employee of Ag + Open Space, with regard to the acceptance of a proposal. Any party attempting to influence the RFP process through ex-parte contact may be suffer rejection of their proposal.

5. Duration of Proposal; Cancellation of Awards; Time of the Essence

- a) All proposals will remain in effect and shall be legally binding for at least ninety (90) days.
- b) If agreement on terms and conditions acceptable to Ag + Open Space cannot be achieved after reasonable attempts to negotiate such terms and conditions with a preferred consultant, as determined at the sole discretion of Ag + Open Space, Ag + Open Space may terminate negotiations with that consultant and proceed with awards to other consultants, or not award at all. Ag + Open Space may negotiate with multiple consultants simultaneously.

6. Withdrawal and Submission of Modified Proposal

- a) A Consultant may withdraw a proposal at any time prior to the submission deadline by submitting a written notification of withdrawal signed by the Consultant or his/her 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.

Attachments:

Attachment 1: Proposal Cover Sheet

Attachment 2: Proposal Scope Form

Attachment 3: Sample Service Agreement

Exhibit B: Sample Task Order

Exhibit C: Insurance Requirements

Attachment 4: Declaration of Local Business for Services

Attachment 5: Living Wage Solicitation

Attachment 6: Sample Baseline Report

Attachment 7a: Ag + Open Space's Baseline Template

Attachment 7b: Ag + Open Space's Baseline Photo Record Template

Proposal Cover Sheet



Acceptance of Ag + Open Space Contract Form

A sample agreement is contained as Attachment 3 to the Ag + Open Space's Request for Proposals. Although the attached draft is subject to revision before execution, by submission of a proposal, the undersigned indicates that, except as specifically and expressly noted in its proposal, the proposer has no objection to the attached draft or any of its provisions such that, if selected, the proposer will enter into a final agreement based substantially upon the attached draft.

Certification of Authority

By signing below, the person executing the certificate on behalf of the proposer affirmatively represents that s/he has the requisite legal authority to do so on behalf of the proposer. Both the person executing this proposal on behalf of the proposer and proposer understand that the District is relying on this representation in receiving and considering this proposal. The person signing below hereby acknowledges that s/he has read the entire Request for Proposals document and has complied with all requirements listed therein.

Official Authorized to Sign for Proposal/Consultant

Signature

Title

Date

Proposal Scope Form

The selected Consultant(s) must demonstrate the ability to carry out the work identified in **Required Tasks** 1-4 below, as well as any of the **Optional Tasks** 5-10 in accordance with the format described in Attachment 5 (Ag + Open Space's Baseline Template) and Attachment 4 (Sample Baseline Report) to this RFP.

**Select all
that apply**

Required Tasks

<input type="checkbox"/>	Required Task 1	Project Coordination
For a detailed description of this task, see RFP Section B. Propose Scope of Services & Background		
<input type="checkbox"/>	Required Task 2	Background Research
For a detailed description of this task, see RFP Section B. Propose Scope of Services & Background		
<input type="checkbox"/>	Required Task 3	Site Visit(s)
For a detailed description of this task, see RFP Section B. Propose Scope of Services & Background		
<input type="checkbox"/>	Required Task 4	Baseline Report Writing
For a detailed description of this task, see RFP Section B. Propose Scope of Services & Background		

Optional Tasks

Proposers may **select one or more** of the Optional Tasks. Proposer must have the ability to complete these or related tasks required for, or in addition to, specific Baseline Reports, or prior to Baseline Reporting to inform the planning and design of conservation easements. Proposers must be able to demonstrate the ability to complete one or more of these will rank more highly during the selection process

**Select all
that apply**

Optional Tasks

<input type="checkbox"/>	Optional Task 5	Forest Condition Assessment, Stand Surveys, and Timber Appraisals
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For a detailed description of this task, see RFP Section B. Propose Scope of Services & Background

<input type="checkbox"/>	Optional Task 6	Wildlife Surveys/Assessments
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For a detailed description of this task, see RFP Section B. Propose Scope of Services & Background

<input type="checkbox"/>	Optional Task 7	Botanical Surveys/Assessments
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For a detailed description of this task, see RFP Section B. Propose Scope of Services & Background

<input type="checkbox"/>	Optional Task 8	Stream/Aquatic Resource Assessment and Classification
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For a detailed description of this task, see RFP Section B. Propose Scope of Services & Background

<input type="checkbox"/>	Optional Task 9	Rangeland Assessment
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For a detailed description of this task, see RFP Section B. Propose Scope of Services & Background

<input type="checkbox"/>	Optional Task 10	Agricultural Lands Health Assessments, Soils, Suitability Analysis
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For a detailed description of this task, see RFP Section B. Propose Scope of Services & Background

<input type="checkbox"/>	Optional Task 11	Road and Trail Management
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For a detailed description of this task, see RFP Section B. Propose Scope of Services & Background

PROFESSIONAL SERVICES AGREEMENT

On Call Baseline Services

This agreement ("Agreement"), effective upon the date of execution ("Effective Date") is by and between the Sonoma County Agricultural Preservation and Open Space District, a California special district (hereinafter "District"), and Consultant's name, a type of business (hereinafter "Consultant").

RECITALS

WHEREAS, Consultant represents that it is a duly qualified in environmental consulting, biology, and natural resource management expertise; and

WHEREAS, in the judgment of the General Manager of the District, it is necessary and desirable to employ the services of Consultant to provide the District with detailed Baseline documentation to describe the physical and natural characteristics of properties as a regular part of the District's acquisition of new conservation easements and fee properties. District will also occasionally require additional documentation including rare plant surveys, wildlife surveys, and a number of other natural resource-related services to inform conservation easement design.; and

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

AGREEMENT

1. Scope of Services.

1.1 Consultant's Specified Services. Consultant shall perform the services described in Exhibit A (Scope of Work), attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibit A and pursuant to Article 8, Prosecution of Work. Work will be authorized and performed only upon written authorization signed by District and consultant in a form attached hereto as Exhibit B ("Task Order"). Prior to work being performed under this Agreement, District and Consultant will establish and agree on the following information, which agreement shall be reflected in the Task Order:

- a. Specific description of tasks to be performed;
- b. Identification of any tasks deemed to be design professional services as defined under Government Code section 2782.8;

- c. Time allowed to perform work;
- d. Schedule for deliverables;
- e. A not-to-exceed cost;
- f. List of key personnel, if applicable;
- g. List of authorized subconsultants, if applicable; and
- h. Project-specific items to be provided by District.

In the event of a conflict between the body of this Agreement and Exhibit "A", the provisions in the body of this Agreement shall control.

1.2 Cooperation With District. Consultant shall cooperate with District and District staff in the performance of all work hereunder. Consultant shall coordinate the work with the District's Project Lead, per the contact information and mailing addresses below:

DISTRICT PROJECT LEAD	CONSULTANT PROJECT LEAD
Name: Simon Apostol	Name: Consultant Name
Address: 747 Mendocino Avenue – Suite 100	Address: Consultant Address
Santa Rosa, CA 95401	Consultant Address
Phone: 707-565-4292	Phone: Consultant Phone
Email: simon.apostol@sonoma-county.org	Email: Consultant Name

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. District has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by District shall not operate as a waiver or release. If District determines that any of Consultant's work is not in accordance with such level of competency and standard of care, District, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with District 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 5; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

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

- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by District to be key personnel whose services were a material inducement to District to enter into this Agreement, and without whose services District would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of District. With respect to performance under this Agreement, Consultant shall employ the following key personnel: Consultant Name, and associated staff described in Exhibit A, Scope of Work.
- c. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

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

For all services and incidental costs required hereunder, Consultant shall be paid on a time and material/expense basis in accordance with the budget set forth in Exhibit A, provided, however, that total payments to Consultant shall not exceed payment amount in words (\$XX.XX) without the prior written approval of District. Upon completion of work, Consultant shall submit its invoice for payment and shall identify the services completed and the amount charged.

The invoices shall show or include:

- Consultant Name: Consultant Name
- Name of Project: Name of Project
- District Contract Number: Contract #
- Payment remittance address
- Copies of all subconsultant invoices, if any
- Description of services performed
- The hourly rate or rates of the persons performing the task, not-to-exceed the rates set forth in Exhibit A
- The time in quarter hours devoted to the task(s)
- Copies of receipts for reimbursable materials/expenses, if any, and
- Any other information requested by the District.

Expenses not expressly authorized by the Agreement shall not be reimbursed. Unless otherwise noted in this Agreement, payments shall be made within the normal course of District business

after presentation of an invoice in a form approved by the District for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the District in its sole discretion.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the District shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Consultant does not qualify, District requires that a completed and signed Form 587 be provided by the Consultant in order for payments to be made. If Consultant is qualified, then the District requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the Consultant agrees to promptly notify the District of any changes in the facts. Forms should be sent to the District pursuant to Article 3. To reduce the amount withheld, Consultant has the option to provide District with either a full or partial waiver from the State of California.

3. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO DISTRICT:	Sonoma County Agricultural Preservation and Open Space District 747 Mendocino Avenue Santa Rosa, CA 95401 Fax: 707-565-7359
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Invoices may be electronically submitted to: aposd.ap@sonoma-county.org

TO CONSULTANT:	Consultant Name Consultant Address Consultant City, State, Zip Email: Consultant Email Phone: Consultant Phone
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When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is

promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

3. Term of Agreement. The term of this Agreement shall be from Effective Date and expire on END DATE unless terminated earlier in accordance with the provisions of Article 5 below. The District has the authority to extend the term of this Agreement for an optional XX years. OR The district, at its option, shall have the right to extend the Term of the Agreement for two additional one-year periods by providing notice to Contractor.

5. Termination.

5.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, District shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Consultant.

5.2 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, District may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

5.3 Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to District all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement and shall submit to District an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

5.4 Payment Upon Termination. Upon termination of this Agreement by District, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided,

however, that if District terminates the Agreement for cause pursuant to Section 5.2, District shall deduct from such amount the amount of damage, if any, sustained by District by virtue of the breach of the Agreement by Consultant.

5.5 Authority to Terminate. The Board of Directors of the Sonoma County Agricultural Preservation and Open Space District has the authority to terminate this Agreement on behalf of the District. In addition, the General Manager, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the District.

6. Indemnification. Consultant agrees to accept all responsibility for loss or damage to any person or entity, including District, and to indemnify, hold harmless, and release District, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against District based upon a claim relating to such Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant's obligations under this Section apply whether or not there is concurrent or contributory negligence on District's part, but to the extent required by law, excluding liability due to District's conduct. District shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

7. 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.

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

9. 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 General Manager in a form approved by County Counsel. The District's Board of Directors must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, District personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the District.

10. Representations of Consultant.

10.1 Standard of Care. District 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 District shall not operate as a waiver or release.

10.2 Status of Consultant. The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of District and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits District provides its employees. In the event District exercises its right to terminate this Agreement pursuant to Article 5, above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

10.3 No Suspension or Debarment. Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Consultant becomes debarred, consultant has the obligation to inform the District.

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

District is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish District with proof of payment of taxes on these earnings.

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

10.6 Conflict of Interest. Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by District, Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with District disclosing Consultant's or such other person's financial interests.

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

10.8 Nondiscrimination. Without limiting any other provision hereunder, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religious creed, belief or grooming, sex (including sexual orientation, gender identity, gender expression, transgender, pregnancy, childbirth, medical conditions related to pregnancy, childbirth or breast feeding), marital status, age, medical condition, physical or mental disability, genetic information, military or veteran status, or any other legally protected category or prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

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

10.10 Assignment of Rights. Consultant assigns to District all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to District 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 District may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of District. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of District.

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

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

11. Prevailing Wages.

11.1 General. Consultant shall pay to persons performing all work constituting a "public work" under the Labor Code hereunder an amount equal to or more than the general prevailing rate of per diem wages for (1) work of a similar character in the locality in which the work is performed and (2) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and District to be the general prevailing rate of per diem

wages for each craft or type of workman or mechanic needed to execute this Agreement. Consultant shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each site work is being performed. Copies of the prevailing wage rate of per diem wages are on file at the District and will be made available to any person upon request.

11.2 Subcontracts. Consultant shall insert in every subcontract or other arrangement which Consultant may make for performance of such work or labor on work provided for in the Agreement, provision that Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the Labor Code. Pursuant to Labor Code Section 1775(b)(1), Consultant shall provide to each Subcontractor a copy of Sections 1771, 1775, 1776, 1777.5, 1813 and 1815 of the Labor Code.

11.3 Compliance Monitoring and Registration. This work specified above is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Consultant shall furnish and shall require all subcontractors to furnish the records specified in Labor Code section 1776 (e.g. electronic certified payroll records) directly to the Labor Commissioner in a format prescribed by the Labor Commissioner at least monthly (Labor Code 1771.4 (a)(3)). Consultant and all subcontractors performing work that requires payment of prevailing wages shall be registered and qualified to perform public work pursuant to Labor Code section 1725.5 as a condition to engage in the performance of any services under this Agreement.

11.4 Compliance With Law. In addition to the above, Consultant stipulates that it shall comply with all applicable wage and hour laws, including without limitation Labor Code Sections 1725.5, 1775, 1776, 1777.5 1813 and 1815 and California Code of Regulations, Title 8, Section 16000, et seq.

11.5 Payment Bond. For any Task Order project of \$25,000 or more, Consultant shall furnish a labor and material payment bond in the full amount of the Task Order Sum to remain in effect until the date the work subject to the Task Order is accepted by District. Said bond shall be in the forms set forth in Exhibit D, and shall be issued by a surety authorized to transact business in the State of California.

12. 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 limits District's right to terminate this Agreement pursuant to Article 5.

13. 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.

14. Miscellaneous Provisions.

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

14.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and District 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 District acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

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

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

14.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the

breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

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

14.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

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

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

14.10. Counterpart; Electronic Signatures. The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially-available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal ESIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing party agrees to have conducted this transaction and to execution of this Agreement by electronic means.

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[illegible]

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

CONSULTANT: Consultant Business Name.

SONOMA COUNTY AGRICULTURAL
PRESERVATION AND OPEN SPACE DISTRICT

By: _____
Responsible Party Name,
Title

By: _____
Misti Arias,
General Manager

Date: _____

Date: _____

APPROVED AS TO FORM FOR DISTRICT:

By: _____
Lisa Pheatt,
County Counsel

Date: _____

APPROVED AS TO SUBSTANCE FOR DISTRICT:

By: _____
Sheri Emerson,
Stewardship Manager

Date: _____

CERTIFICATES OF INSURANCE ON
FILE WITH THE DISTRICT:

By: _____
Michelle Nozzari,
Administrative Aide

Date: _____



TASK ORDER #: _____
AGREEMENT #: _____
TOTAL: _____
TOTAL NOT TO EXCEED

Task Order

Consultant shall perform the services as outlined in below, within the times or by the dates provided for herein. Such work shall be subject to the terms and conditions of that certain Agreement for Services (Open Scope) dated _____.

PROJECT NAME: _____ PROPERTY NUMBER IF APPLICABLE: _____

TASK: _____

AG + OPEN SPACE CONTRACT & PROJECT LEAD:

Project Lead: _____ Contract Lead (if different than Project Lead): _____
Note for Project Lead: please consult with Contract Lead prior to sending this Task Order to Admin Aides to confirm project and budget.

CONTRACTOR:

Company name: _____ Phone: _____

Address: _____

Authorized Signer _____ Email: _____

Name authorized subcontractors: _____

DELIVERABLES & SCOPE OF WORK: SCOPE OF WORK : MUST BE ATTACHED TO THIS FORM

Deliverables: _____

Time to perform work: _____ Draft report due: _____ Final report due: _____

Project-specific items to be provided by Ag + Open Space (if applicable): _____

ACCOUNT CODES:

Account #: _____ Department: _____ Project User Code(s): _____

CONTRACTOR:

BY: _____
CONTRACTOR SIGNATURE

PRINT NAME

DATE

AG + OPEN SPACE:

BY: _____
PROJECT LEAD SIGNATURE

PROGRAM MANAGER SIGNATURE
VERIFICATION OF CONTRACT BALANCE
BY: _____
ACCOUNTING TECHNICIAN SIGNATURE

AFTER COLLECTING ABOVE SIGNATURES, SUBMIT TO ADMINISTRATIVE AIDE

Exhibit C-1



Insurance Requirements

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employers Liability Insurance

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

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

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000 it must be approved in advance by County. Consultant is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the County.
- d. Sonoma County Agricultural Preservation and Open Space District, its officers, agents and employees shall be endorsed as additional insureds for liability arising out of operations by or on

behalf of the Consultant in the performance of this Agreement.

- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Consultant and include a “separation of insureds” or “severability” clause which treats each insured separately.
- h. Required Evidence of Insurance:
 - i. 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 Limit: \$1,000,000 per claim or per occurrence.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000 it must be approved in advance by County.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. 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.
- e. Required Evidence of Insurance: Certificate of Insurance specifying the limits and the claims-made retroactive date.

5. 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.

6. Documentation

- a. The Certificate of Insurance must include the following reference: contract number As Needed Baseline Services.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.

- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: Sonoma County Agricultural Preservation and Open Space District, its officers, agents and employees, 747 Mendocino Avenue, Suite 100, Santa Rosa, CA 95401.
- 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.

7. Policy Obligations

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

8. Material Breach

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

Exhibit C-2



Insurance Requirements

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employers Liability Insurance

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

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

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000 it must be approved in advance

by County. Consultant is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the County.

- d. Sonoma County Agricultural Preservation and Open Space District, its officers, agents and employees shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance of this agreement.
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between County and Consultant and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. Required Evidence of Insurance:
 - i. Certificate of Insurance.

3. Automobile Liability Insurance

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

4. Professional Liability/Errors and Omissions Insurance

- a. Minimum Limit: \$1,000,000 per claim or per occurrence.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000 it must be approved in advance by County.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. 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.
- e. Required Evidence of Insurance: Certificate of Insurance specifying the limits and the claims-made retroactive date.

4. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

5. Documentation

- a. The Certificate of Insurance must include the following reference: contract number As-Needed Baseline Services.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: Sonoma County Agricultural Preservation and Open Space District, its officers, agents and employees, 747 Mendocino Avenue, Suite 100, Santa Rosa, CA 95401.
- 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.

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

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



COUNTY OF SONOMA

Sonoma County Public Infrastructure Purchasing Division

2300 COUNTY CENTER DRIVE, SUITE A208
SANTA ROSA, CALIFORNIA 95403
(707) 565-2433 Fax: (707) 565-6107

DECLARATION OF LOCAL BUSINESS FOR SERVICES

Sonoma County gives local businesses a preference in formal solicitations of services as set forth in the County of Sonoma [Local Preference Policy for Services](#).

In order to qualify for this preference, a business must meet *all* of the following criteria:

1. For businesses with a location in a city within Sonoma County, a valid business license if required by the city; and
2. A valid physical address located within Sonoma County from which the supplier or consultant operates or performs business on a day-to-day basis.

By completing and signing this form, the undersigned states that, under penalty of perjury, the statements provided herein are true and correct and that the business meets the definition of a local business as set forth in the County of Sonoma Local Preference Policy for Services.

All information submitted is subject to investigation as well as disclosure to third parties under the California Public Records Act. Incomplete, unclear, or incomprehensible responses to the following will result in the bid not being considered for application of the County's local preference policy. False or dishonest responses will cause the rejection of the bid and curtail the declarant's ability to conduct business with the County in the future. It may also result in legal action.

1. Legal name of business: _____

2. Physical address of the principal place of business:

3. Business license issued by incorporated city within the County:

License Number _____ Issued by: _____

Authorized Signature: _____ Date: _____

Printed Name & Title: _____



COUNTY OF SONOMA

Sonoma County Public Infrastructure Purchasing Division

2300 COUNTY CENTER DRIVE, SUITE A208
SANTA ROSA, CALIFORNIA 95403
(707) 565-2433 Fax: (707) 565-6107

Living Wage Solicitation Form

1. A five percent (5%) weighting preference shall be provided to any service contractor who certifies that at least fifty percent (50%) of the workforce that will be used to perform the service contract will be Sonoma County residents. Said weighting preference shall be applied in accordance with the procedures set forth in the County's Local Preference Policy for Services.

The undersigned complies with the statement above.

☐ Yes

☐ No

2. Within the last five (5) years, have you had any violations that were sustained with the National Labor Relations Board, Occupational Safety and Health Agency, California Labor Commission, Equal Employment Opportunity Commission, Environmental Protection Agency, and/or the Department of Fair Employment and Housing?

☐ Yes (Attach a statement describing the findings of violations and how they were addressed.)

☐ No

The Undersigned acknowledges that they will be required to complete an additional, detailed self-certification form if awarded a contract as a result of this solicitation. By completing and signing this form, the undersigned states that, under penalty of perjury, the statements provided herein are true and correct.

Authorized Signature: _____

Date: _____

Printed Name and Title: _____

Organization Name: _____

The Living Wage Ordinance can be found at:

<https://sonomacounty.ca.gov/living-wage-self-certification-for-suppliers>

Revision Date: 02/01/2023

**KEISER PARK EXPANSION CONSERVATION EASEMENT
BASELINE DOCUMENTATION**

Prepared for:

**Sonoma County Agricultural Preservation
& Open Space District**
747 Mendocino Avenue, Suite 100
Santa Rosa, CA 95401

Prepared by:

Swift Biological Consulting LLC
Sebastopol, CA 95472

August 2024



AG + OPEN SPACE

SONOMA COUNTY

KEISER PARK EXPANSION CONSERVATION EASEMENT BASELINE DOCUMENTATION

Baseline Documentation Distribution List		
Baseline Copy:	Location:	Date Sent:
Archive (Original)	Ag + Open Space Office	
Landowner	Town of Windsor	
Field Copy (Monitoring)	Ag + Open Space Office	
PDF available on request	Ag + Open Space Office	

KEISER PARK EXPANSION CONSERVATION EASEMENT BASELINE DOCUMENTATION

Sonoma County Agricultural Preservation and Open Space District

BOARD OF DIRECTORS

Director Susan Gorin	1st District
Director David Rabbitt	2nd District
Director Chris Coursey	3rd District
Director James Gore	4th District
Director Lynda Hopkins	5th District

FISCAL OVERSIGHT COMMISSION

Michael J. Sangiacomo	1st District
Todd Mendoza	2nd District
Gary Wysocky	3rd District
Vacant	4th District
Jorge Inocencio	5th District
Jeff Owen	Alternate

Misti Arias, General Manager
747 Mendocino Avenue, Suite 100
Santa Rosa, CA 95401

ACKNOWLEDGEMENTS

Baseline Consultant:	Swift Biological Consulting LLC Sebastopol, CA 95472
District Staff Participants:	Olivia Fiori, Acquisition Project Manager Simon Apostol, Acquisition Assistant and Baseline Lead Alex Young, GIS Coordinator Catherine Iantosca, Senior Stewardship Specialist Fraser Ross, Stewardship Specialist

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Exhibits

Exhibit 1	Location Map
Exhibit 2	USGS Topographic Map
Exhibit 3	Soil Type Map
Exhibit 4	Vegetation Type Map
Exhibit 5	Baseline Site Map
Exhibit 6	Sonoma County General Plan Map
Exhibit 7	Adjacent Property Ownership Map
Exhibit 8	Photograph Record
Exhibit 9	Property Photographs

Attachments

Attachment 1	Current Conditions on the Second Keiser Park Expansion Property
Attachment 2	Debris Removal Memo

ACKNOWLEDGEMENT OF CONDITION

The Keiser Park Expansion property (“the Property”) encompasses approximately 9.36 acres of land located off Windsor River Road west of downtown Windsor. The Sonoma County Agricultural Preservation and Open Space District (“District”) originally acquired a Conservation Easement over a 6.81-acre portion of the Property in 2002 to assist the Town of Windsor in expanding Keiser Park. The District is now assisting the Town of Windsor in acquiring a second 2.55-acre addition to the park and will protect both additions with an Amended and Restated Conservation Easement (“Easement”). The Easement will cover the entire 9.36-acre Property to protect the Property’s urban open space, recreational, educational, natural, and scenic values. This Easement is referred to as the Keiser Park Expansion Conservation Easement.

This document, referenced as the Baseline Documentation in Section 9 of the Easement, including the attached photographs and other exhibits and attachments, is an accurate representation of the Property as of March 19, 2024.

For the Town of Windsor:

_____ Date: _____
Jon Davis, Town Manager, Landowner

For Sonoma County Agricultural Preservation and Open Space District, Grantee:

_____ Date: _____
Misti Arias, General Manager

BASELINE SUMMARY

Property Name: Keiser Park Expansion Conservation Easement

Property Owners: Town of Windsor

Contact Person: Olivia Lemen, Parks and Recreation Director

Phone Number: (707) 838-5383

Property Address: 700 Windsor Road
Windsor, CA 95492

Mailing Addresses: PO Box 100
Windsor, CA 95492

Assessor Parcel Number(s): 066-180-064 (6.81-acre portion)
066-170-016 (2.55 acres)
Total Easement: 9.36 acres

Zoning:

The Property consists of two assessor parcels within the Town of Windsor limits. The First Keiser Park Expansion Property, APN 066-180-064, is zoned as Recreation (REC; 0.0-0.1 FAR), a special purpose zoning district. The Second Keiser Park Expansion Property, APN 066-170-016, is zoned Medium Density Residential (MDR; 8.0-16.0 DU/AC). The REC zoning district is applied to locations appropriate for the development of parks and recreational facilities. The MDR zoning district is intended for areas appropriate for multi-family housing and is suitable near activity centers and along major thoroughfares. This zoning district allows for a variety of residential opportunities, including small single-family units, row houses, townhomes, and small apartment complexes. Within 24 months of the recordation of the Easement, the Town of Windsor will merge all of the parcels of the Property into a single legal parcel. The zoning for the Second Keiser Park Expansion Property will be updated to Recreation (REC).

Full descriptions and a map of the zoning districts for the Property can be found on the Town of Windsor's website:

<https://www.townofwindsor.com/DocumentCenter/View/21611/Zoning-Ordinance-Rev-2018-08-20>
and <https://www.townofwindsor.com/DocumentCenter/View/22059/Zoning-Map-2019-01-30>

As of July 2023, the Town has released a Draft Zoning Ordinance Update available here:

<https://www.townofwindsor.com/1302/Zoning-Ordinance-Update>

Location:

The Property is located west of downtown Windsor, approximately one-third of a mile west of the Windsor Town Green. It is on the south side of Windsor River Road and adjacent to the Windsor High School Campus to the south. The primary access is off Windsor River Road. There is secondary undeveloped access at the western terminus of Wall Street. It is located within the Town of Windsor limits (*see Exhibit 1, Location Map*).

Approvals:

First Keiser Park Expansion Property

Open Space Authority:

Determining Fair Market Value.
July 11, 2002, Resolution No. 2002-020

Board of Directors:

Determining General Plan consistency and Expenditure Plan consistency, authorizing the Matching Grant Agreement, and approving the acquisition of the Conservation Easement.
August 6, 2002, Resolution No. 02-0825

Second Keiser Park Expansion Property

Fiscal Oversight Commission:

Determining Fair Market Value.
March 7, 2024, Resolution No. 2024-02

Board of Directors:

Determining General Plan consistency and Expenditure Plan consistency, authorizing the Matching Grant Agreement, and approving the acquisition of a Conservation Easement and Recreation Conservation Covenant.
May 21, 2024, Resolution No. 24-0259

INTRODUCTION

The Keiser Park Expansion property (“the Property”), encompassing a total of 9.36 acres of land currently owned by the Town of Windsor (“Town”), is located off Windsor River Road west of downtown Windsor. The Sonoma County Agricultural Preservation and Open Space District (“District”) originally acquired a Conservation Easement over a 6.81-acre portion of the Property in 2002 to assist the Town in expanding Keiser Park (known as the “First Keiser Park Expansion Property”). The District is now assisting the Town in acquiring a second 2.55-acre addition to the park (known as the “Second Keiser Park Expansion Property”) and will expand the original Conservation Easement to include the Second Keiser Park Expansion Property through an Amended and Restated Conservation Easement (“Easement”). The Easement will cover the entire 9.36-acre Property. The Easement will protect the Property’s urban open space, recreational, educational, natural resource, and scenic values.

On March 7, 2024, the District’s Fiscal Oversight Commission determined, by its Resolution No. 2024-02, that the acquisition did not exceed fair market value, provided that District staff obtained an appraisal update supporting the appraised value as of the date of the Commission’s approval, which staff have since obtained. On May 21, 2024, the District’s Board of Directors determined, by its Resolution No. 24-0259, that the acquisition of a conservation easement was consistent with the Sonoma County General Plan and the District’s Expenditure Plan.

This report documents physical features, land use, as well as biological and hydrologic features on the Property relative to the Easement. This document will be used as a reference for regular monitoring visits to ensure landowner compliance with the Easement.

Information for this report was provided by appraisal reports prepared by Ward Levy Appraisal Group Inc. (2021 and 2024), background documents, discussions with District staff, and site visits by consultant Jennifer Michaud of Swift Biological Consulting LLC (“Swift Biological”) on March 5 and 19, 2024. Aerial imagery (2021 and 2024) of the Property, developed by Pictometry International, the County of Sonoma, and Upstream Tech, was utilized to document large-scale land features and for map development in Exhibits 1-7 and Attachment 1. Photographs taken during the site visits document the physical appearance within the Easement area in Exhibits 8 and 9.

FUNDING

In 2002, the District contributed \$1,140,000 in Matching Grant Program (“MGP”) funds to acquire and convey fee title of the First Keiser Park Expansion Property to the Town while retaining a Conservation Easement. The Town provided a match of equal value by constructing improvements on the First Keiser Park Expansion Property.

The District will contribute additional MGP funds into escrow in an amount not to exceed the second matching grant award of \$650,000 to reimburse the Town for the acquisition cost of the Second Keiser Park Expansion Property. The Town purchased the property on September 21, 2022, and contributed \$810,000 in matching funds toward the acquisition. The appraised fee value of the Second Keiser Park Expansion Property is \$1,460,000.

SUMMARY OF SIGNIFICANCE

Since the park was founded in the 1970s, Keiser Park has been a beloved public space for the local community. It is the largest community park in Windsor. It features a mixed-use parkland including a protected oak grove, dog park, large picnic area, ball fields, basketball courts, a playground, and walking paths. The park has been expanded over the past two decades. In 2002, the Town acquired the First Keiser Park Expansion Property to expand the park to allow for creek restoration and preservation, bicycle and pedestrian path connections, and increased public access and visibility to the park (Sonoma Ecology Center 2013). The District’s original Conservation Easement over this land ensured that the riparian areas and native oak trees would be protected for their habitat and scenic values, while the remainder of the First Keiser Park Expansion Property would serve recreational purposes. The District is now assisting the Town in acquiring a second parcel addition and amending and restating the Conservation Easement to cover the entire Property. The Easement will protect open space and publicly accessible lands in and near cities and communities and connect people with protected lands.

The Property consists of more than 9 acres of parkland comprising a mixture of natural and developed recreational areas, situated in a highly developed urban area in the fourth largest city in Sonoma County. The open space character of this land provides visual respite for the public, including as a community park with both active and passive recreation areas. It offers opportunities for active and passive recreational and educational activities and programs, including a playground, public art, athletic fields and courts, and opportunities for nature study, walks, and picnicking. The Property includes a small unnamed stream, a tributary to Starr Creek, with extensive riparian vegetation. Additionally, the Property contains native trees such as blue oak (*Quercus douglasii*), coast live oak (*Quercus agrifolia*), a valley and blue oak hybrid (*Quercus lobata*), and seasonal wetlands, which provide habitat for a variety of native animal species. The undeveloped openness and wild nature of portions of the Property provide visual respite from surrounding urban development.

The Easement furthers several goals and policies in Sonoma County’s General Plan 2020, specifically in the Land Use, Open Space and Resource Conservation, and Water Resources Elements including, but not limited to, the following:

- Preserving the visual identities of communities by maintaining open space areas between cities and communities (Goal OSRC-1),

- Protecting and enhancing the County’s natural habitats and diverse plant and animal communities (Goal OSRC-7),
- Maintaining important open space areas between and around the county’s cities in a largely open or natural character with low intensities of development (Goal LU-5), and
- Preserving important biotic resource areas and scenic features. (Goal LU-10)

The expansion of Keiser Park is essential for offering residents and visitors of Sonoma County additional opportunities to connect with nature in publicly accessible parks and open spaces. Conserving this Property meets multiple objectives described in the District’s Vital Lands Initiative (VLI; 2021) by:

- Protecting open lands that surround and differentiate the County’s urban areas and contribute to the unique scenic character of the County,
- Protecting natural lands and aquatic habitats that support sustainable aquatic ecosystems and water resources,
- Protecting scenic resources visible from public places and thoroughfares to provide visual relief from urbanization, and
- Providing open space and publicly accessible lands in and near cities and connecting people with protected lands.

The acquisition of additional parkland is in direct response to the needs and interests identified through the public outreach and engagement process through the Town of Windsor’s planning documents. This aligns with the Town of Windsor’s adopted 2040 General Plan policies, 2030 Parks and Recreation Master Plan recommendations, and 2014 Bike and Pedestrian Master Plan policies to continue to protect open space, provide improved trail linkage, and provide expanded access to the park while anticipating and preparing for the improvements desired by the residents. Ultimately, the completed development plan, which this current Easement will contribute to, will lead to a healthy, active community, an increase in property value, a protected environment, and economic strength to support the quality of life in Windsor (Town of Windsor 2020).

CONSERVATION VALUES AND PURPOSE

Section 3 of the Easement (Conservation Purpose) states: “The purpose of this Easement (“Conservation Purpose”) is to preserve and protect forever the Conservation Values, and to prohibit and prevent any uses and activities of the Property that will materially impair or interfere with the Conservation Values.” Section 2 of the Easement identifies the Conservation Values as Urban Open Space, Recreational and Educational Resources, Natural Resources, and Scenic Resources. See Section 2 of the Easement for a more detailed description of the Conservation Values and Section 3 of the Easement for the full Conservation Purpose.

PROJECT STRUCTURE

The Easement consists of two contiguous parcels: a 6.81-acre parcel south of Windsor River Road and north of the pre-expansion Keiser Park (First Keiser Park Expansion Property), and a 2.55-acre parcel directly to the east (Second Keiser Park Expansion Property). The Easement contains three Easement Designation Area (“EDA”) categories, which are geographically specific areas of the

Property within which different uses may be prohibited or permitted. Refer to the Easement for all restrictions and prohibitions. Summary descriptions of the EDAs are included below:

1. Active Recreation Areas (6.5 acres). There are three (3) areas designated “Active Recreation Areas” on the Property, designated to concentrate development and more intensive uses. This EDA covers the majority of the First Keiser Park Expansion Property, including ball fields and parking areas, and a small area along the eastern edge of the Second Keiser Park Expansion Property.
2. Passive Recreation Area (1.5 acres). There is one (1) area designated “Passive Recreation Area” on the Property, designated to preserve and enhance the natural landscape and offer a recreation area available for low-intensity recreation, respite, and enjoyment. This EDA covers the majority of the Second Keiser Park Expansion Property.
3. Riparian Area (1.2 acres). There is one (1) area designated “Riparian Area” surrounding the tributary to Starr Creek on the Property, designated to preserve, protect, and enhance the natural resources and ecological function of the riparian corridor.

The Recreation Conservation Covenant requires that the Town use, operate, and maintain the Property as a public park in perpetuity in a manner consistent with the Easement.

PHYSICAL SETTING AND HYDROLOGY

The Property encompasses 9.36 acres and is part of Keiser Park in the urban area of Windsor. The topography for most of the Property is nearly level with some low-lying wetland and drainage areas and elevated berms and planters. Elevations range from 105 feet at the lowest point at the seasonal creek to 120 feet in portions of the newly acquired land on the eastern boundary.

The Property is located within the Mark West Creek watershed, a tributary to the Russian River. The Mark West Creek watershed drains approximately 57 square miles of land and stretches roughly 34 miles from its confluence with the Russian River to its headwaters in the Mayacamas Mountains. It is the second-largest subwatershed in the Russian River basin. Its three main tributaries are Windsor and Porter Creeks and the Laguna de Santa Rosa. Within the Property, there is a seasonal creek that runs from the northeast corner of the First Keiser Park Expansion Property to the southwest. Water flows into the Property via two large culverts under Windsor River Road and then off the Property. This tributary joins Starr Creek to the west, which then flows south into Windsor Creek and thence Mark West Creek.

In addition to the seasonal creek, there are two small culverts under the emergency access road in the northeast corner of the First Keiser Park Expansion Property. At the southeast corner of the Property, there is a bio-swale from the east that flows onto the Property and into a subsurface culvert to a settling pond at the southwest corner of the First Keiser Park Expansion Property. Another bio-swale separates the baseball fields and the riparian path, keeping runoff out of the seasonal creek. Stormwater is retained on the First Keiser Park Expansion Property through the use of permeable pavers, bio-swales, and settling ponds along the southwestern boundary. The concession area sits 2 to 3 feet lower than the original grade and permeable pavers allow infiltration of runoff. As a result of the change in grade with the construction of the park facilities, a large

concrete planter island preserves two large oak trees at the original grade. There are no stormwater features within the Second Keiser Park Expansion Property except low-lying areas along the paved pathway and the swale to the south of the Property.

GEOLOGY, SOILS, AND EROSION

The Property lies within the Coast Range Geomorphic Province (Coast Ranges) – the region of northern and central California between the Pacific Ocean and the Great Valley. The province is formed by the interaction of the North American and Pacific tectonic plates. The margin of the two tectonic plates is defined by the San Andreas Fault system. The North Coast Ranges, where the Easement is located, and the South Coast Ranges are separated by the depression containing the San Francisco Bay. The topography of the Coast Ranges is characterized by northwest-trending mountain ranges and intervening valleys and basins. They are composed of thick Mesozoic and Cenozoic sedimentary strata. Rocks of the Franciscan Complex form the basement for the North Coast Ranges. These rocks range in age from 200 to 80 million years old and are composed of weakly to strongly metamorphosed graywacke, argillite, basalt, chert, limestone, and other rock (Blake et al. 2002). Within the Property, the rock units exposed at the surface consist of marine and nonmarine (continental) sedimentary rocks from the Pleistocene, including older alluvium, lake, playa, and terrace deposits (California Department of Conservation 2024). This area is part of the Glen Ellen Formation that is found to the west of Highway 101 in Windsor consisting of clay-rich stratified deposits of poorly sorted sand, silt, and gravel (USGS 2013). The Property lies between three prominent fault zones - the San Andreas Fault, 23 miles to the west; the Rodgers Creek Fault, 2 miles to the east; and the Healdsburg Fault, 4 miles to the north (ESRI 2024a).

According to the USDA's Natural Resources Conservation Service Soil Survey, the Property is underlain by Huichica loam on 2 to 9 percent slopes (USDA 2024) (*see Exhibit 3, Soil Type Map*). Huichica loam occurs on terraces and is considered farmland of statewide importance. It is alluvium derived from igneous, metamorphic, and sedimentary rock. It is comprised of loam in the upper 14 inches, sandy clay loam from 14 to 23 inches, clay from 23 to 30 inches, and cemented from 30 to 57 inches. It is moderately well-drained with a high runoff class that is not subject to flooding or ponding.

Areas of significant erosion were not noted during the March 2024 field visits for this document. The stream is fairly low-gradient and well-vegetated. However, several informal trails cross the creek and are unvegetated with exposed soils; these represent the greatest erosion potential on the Property at this time.

CLIMATE

Windsor experiences a Mediterranean climate with moderate winters and warm, dry summers. The rainy season typically lasts between November through April and is dry, with warm conditions for the rest of the year. The average annual rainfall is 37.14 inches (NOAA 2024). Temperatures typically average between 38 to 88°F. The coolest months are between November and February, with an average daytime high of 62°F. The warmest months are between June and October, with the average daily high temperature above 79°F. The Property is located in interior Sonoma County,

which experiences some marine influence but warmer summertime temperatures than the coastal areas.

VEGETATION AND PLANT COMMUNITIES

Plant communities are assemblages of plant species that occur together in the same area and are defined by species composition and relative abundance. According to the Sonoma Veg Map, the Property is characterized as urban window and Vancouverian riparian deciduous forest group (Sonoma Veg Map; District and SCWA 2017). The Sonoma Veg Map classifies vegetation alliances based on the U.S. National Vegetation Classification hierarchy published in the Manual Of California Vegetation (Sawyer et al., 2009), which are defined by the dominant or diagnostic species on the uppermost or dominant stratum. In addition, a Habitat Assessment completed by WRA and Valerius (2021) notes the presence of non-native grassland, coyote brush scrub, and seasonal wetlands within the Second Keiser Park Expansion Property.

For the purposes of this report, vegetation communities are described as riparian woodland, annual grassland, and urban window that includes the developed and ruderal areas. A brief description of each vegetation type is provided below and includes the dominant plant species encountered during the March field surveys and plant lists compiled by WRA and Valerius (2021). The descriptions below denote the presence of native and non-native plant species and “invasive exotics” based on rankings by the California Invasive Plant Council (“Cal-IPC”; Cal-IPC 2024). Vegetation types are shown in *Exhibit 4, Vegetation Type Map* based on the Sonoma Veg Map (2017) with refinements from field observations. The field visits did not constitute a protocol-level botanical inventory, special-status plants survey, or jurisdictional delineation of wetlands and waters.

Urban Window

Developed areas within the Property are mapped as urban window. The urban window is defined as those areas that are intensely and fully developed with built-up and disturbed uses. Due to the density of development, these areas are characterized as developed rather than any natural vegetation type. According to the Sonoma Veg Map, the entire Property is defined as urban window except for the riparian corridor. However, plant communities were refined in the field and an area of annual grassland was mapped out on the Second Keiser Park Expansion Property; see below. Ornamental landscaping, turf fields, and disturbed areas within the Property support both native and non-native vegetation. These areas are predominately planted with ornamentals and turf grass; however, several mature oaks occur throughout the park. The following species were identifiable within the developed areas during the field visits.

Common Name	Latin Name	Status
acacia	<i>Acacia sp.</i>	invasive exotic
American century plant	<i>Agave americana</i>	non-native
stinking chamomile	<i>Anthemis cotula</i>	non-native
manzanita (planted)	<i>Arctostaphylos sp.</i>	unknown
slender wild oat	<i>Avena barbata</i>	invasive exotic
wild oat	<i>Avena fatua</i>	invasive exotic
coyote brush	<i>Baccharis pilularis</i>	native
bittercress	<i>Cardamine oligosperma</i>	native

Common Name	Latin Name	Status
chasmanthe	<i>Chasmanthe floribunda</i>	invasive exotic
chicory	<i>Cichorium intybus</i>	non-native
Miner's lettuce	<i>Claytonia perfoliata</i>	native
bindweed	<i>Convolvulus arvensis</i>	non-native
fortnight lily	<i>Dietes iridioides</i>	non-native
stinkwort	<i>Dittrichia graveolens</i>	invasive exotic
eucalyptus	<i>Eucalyptus sp.</i>	non-native
fennel	<i>Foeniculum vulgare</i>	invasive exotic
French broom	<i>Genista monspessulana</i>	invasive exotic
bristly ox-tongue	<i>Helminthotheca echioides</i>	invasive exotic
velvet grass	<i>Holcus lanatus</i>	invasive exotic
smooth cat's ear	<i>Hypochaeris glabra</i>	invasive exotic
mallow	<i>Malva parviflora</i>	non-native
Harding grass	<i>Phalaris aquatica</i>	invasive exotic
annual bluegrass	<i>Poa annua</i>	non-native
blue oak	<i>Quercus douglasii</i>	native
rosemary	<i>Rosmarinus officinalis</i>	non-native
Himalayan blackberry	<i>Rubus armeniacus</i>	invasive exotic
sheep sorrel	<i>Rumex acetosella</i>	invasive exotic
curly dock	<i>Rumex crispus</i>	invasive exotic
common sowthistle	<i>Sonchus oleraceus</i>	non-native

Riparian Forest

Riparian habitat within the Property is mapped as Vancouverian riparian deciduous forest group. This alliance is dominated by riparian trees in permanently moist or riparian settings, where sub-surface water is available all year. Riparian habitat within the Property occurs along the seasonal creek. The riparian area is dominated by a canopy of Oregon ash (*Fraxinus latifolia*) and native oaks (*Quercus agrifolia*, *Q. douglasii*, *Q. lobata*). Riparian restoration has been completed along the creek with many native understory species planted along the margins. Due to the urban location, a number of invasive exotic trees, shrubs, and understory species are present within the riparian area. The following species were identifiable within the riparian habitat during the field visits.

Common Name	Latin Name	Status
acacia	<i>Acacia sp.</i>	invasive exotic
Italian arum	<i>Arum italicum</i>	invasive exotic
slender wild oat	<i>Avena barbata</i>	invasive exotic
wild oat	<i>Avena fatua</i>	invasive exotic
coyote brush	<i>Baccharis pilularis</i>	native
bittercress	<i>Cardamine oligosperma</i>	native
sedge	<i>Carex sp.</i>	native
ceanothus	<i>Ceanothus sp.</i>	native
Miner's lettuce	<i>Claytonia perfoliata</i>	native
cotoneaster	<i>Cotoneaster sp.</i>	invasive exotic
tall cyperus	<i>Cyperus eragrostis</i>	native

Common Name	Latin Name	Status
loquat	<i>Eriobotrya japonica</i>	non-native
whitestem filaree	<i>Erodium moschatum</i>	non-native
annual ryegrass	<i>Festuca perennis</i>	invasive exotic
Oregon ash	<i>Fraxinus latifolia</i>	native
cleavers, goose grass	<i>Galium aparine</i>	native
French broom	<i>Genista monspessulana</i>	invasive exotic
cut-leaf geranium	<i>Geranium dissectum</i>	invasive exotic
herb Robert	<i>Geranium robertianum</i>	non-native
English ivy	<i>Hedera helix</i>	invasive exotic
bristly ox-tongue	<i>Helminthotheca echioides</i>	invasive exotic
Rush sp.	<i>Juncus sp.</i>	unknown
prickly lettuce	<i>Lactuca serriola</i>	non-native
purple dead nettle	<i>Lamium purpureum</i>	non-native
privet	<i>Ligustrum sp.</i>	invasive exotic
pennyroyal	<i>Mentha pulegium</i>	invasive exotic
sticky monkeyflower	<i>Mimulus aurantiacus</i>	native
Bermuda buttercup	<i>Oxalis pes-caprae</i>	invasive exotic
English plantain	<i>Plantago lanceolata</i>	invasive exotic
annual bluegrass	<i>Poa annua</i>	non-native
ornamental/wild plum	<i>Prunus sp.</i>	invasive exotic
coast live oak	<i>Quercus agrifolia</i>	native
blue oak	<i>Quercus douglasii</i>	native
blue oak hybrid with valley oak	<i>Quercus douglasii</i> x <i>Q. lobata</i>	native
valley oak	<i>Quercus lobata</i>	native
prickle-fruit buttercup	<i>Ranunculus muricatus</i>	non-native
California rose	<i>Rosa californica</i>	native
Himalayan blackberry	<i>Rubus armeniacus</i>	invasive exotic
sheep sorrel	<i>Rumex acetosella</i>	invasive exotic
common groundsel	<i>Senecio vulgaris</i>	non-native
coast redwood	<i>Sequoia sempervirens</i>	native
common chickweed	<i>Stellaria media</i>	non-native
common snowberry	<i>Symphoricarpos albus</i>	native
poison oak	<i>Toxicodendron diversilobum</i>	native
spring vetch	<i>Vicia sativa</i>	non-native
periwinkle	<i>Vinca major</i>	invasive exotic
calla lily	<i>Zantedeschia aethiopica</i>	invasive exotic

Annual Grassland

The Passive Recreation Area is dominated by non-native annual grassland. This area has been altered and disturbed by grading activities and previous use as a residence and private yard. Non-native grasses and weedy forbs dominate this area. The dominant grassland species are considered invasive exotics based on Cal-IPC rankings. Several small seasonal wetland depressions occur within the grassland based on the presence of wetland plants and saturated soils (WRA and Valerius 2021); these areas have not been formally delineated. Within the grassland, there are several smaller coast live oaks and mature blue oak trees including a large specimen tree in the center of the parcel. The following species were identifiable in the grasslands during the field visits.

Common Name	Latin Name	Status
slender wild oat	<i>Avena barbata</i>	invasive exotic
wild oat	<i>Avena fatua</i>	invasive exotic
black mustard	<i>Brassica nigra</i>	invasive exotic
little quaking grass	<i>Briza minor</i>	non-native
ripgut brome	<i>Bromus diandrus</i>	invasive exotic
soft chess brome	<i>Bromus hordeaceus</i>	invasive exotic
brass buttons	<i>Cotula coronopifolia</i>	invasive exotic
tall cyperus	<i>Cyperus eragrostis</i>	native
long-beaked filaree	<i>Erodium botrys</i>	non-native
red stemmed filaree	<i>Erodium cicutarium</i>	invasive exotic
rat-tail fescue	<i>Festuca myuros</i>	invasive exotic
annual ryegrass	<i>Festuca perennis</i>	invasive exotic
cut-leaf geranium	<i>Geranium dissectum</i>	invasive exotic
bristly ox-tongue	<i>Helminthotheca echioides</i>	invasive exotic
velvet grass	<i>Holcus lanatus</i>	invasive exotic
Mediterranean barley	<i>Hordeum marinum ssp. gussoneanum</i>	invasive exotic
foxtail barley	<i>Hordeum murinum ssp. leporinum</i>	invasive exotic
smooth cat's ear	<i>Hypochaeris glabra</i>	invasive exotic
Harding grass	<i>Phalaris aquatica*</i>	invasive exotic
English plantain	<i>Plantago lanceolata</i>	invasive exotic
coast live oak	<i>Quercus agrifolia</i>	native
blue oak	<i>Quercus douglasii</i>	native
blue oak hybrid with valley oak	<i>Quercus douglasii x lobata</i>	native
wild radish	<i>Raphanus sativus</i>	invasive exotic
Himalayan blackberry	<i>Rubus armeniacus</i>	invasive exotic
subterranean clover	<i>Trifolium subterraneum</i>	non-native
spring vetch	<i>Vicia sativa</i>	non-native

WILDLIFE

Despite its urban location, the Property supports native vegetation and aquatic resources which provide habitat for many wildlife species. These areas offer animals nesting habitat, food, shelter, water, and movement corridors. They support a variety of birds, mammals, reptiles, amphibians, and invertebrates that can live and thrive in urban and urban environments. A wildlife assessment of the Second Keiser Park Expansion Property was completed by Wildlife Research Associates in February 2021 (WRA and Valerius 2021). During the field investigations on March 5 and 19, 2024, Swift Biological also completed an inventory of wildlife species present throughout the Property.

The seasonal creek and its associated vegetation are the most critical wildlife habitat areas on the Property. This area provides a diversity of native plants including both a canopy of native trees and understory plants and a seasonal water source. The surrounding landscaped areas and open grasslands also provide habitat, especially for those species tolerant of human disturbance. During the surveys by Swift Biological, birds were the most numerous and prominent wildlife species with most of these observations concentrated along the creek. This included both year-round residents and seasonal migrants and winter residents based on the field visit timing. Additional bird species are likely present as seasonal breeding species. The following bird species were documented on the Property during the field visits by Swift Biological in 2024 and WRA in 2021:

Common Name	Latin Name
California scrub-jay	<i>Aphelocoma californica</i>
oak titmouse	<i>Baeolophus inornatus</i>
red-shouldered hawk	<i>Buteo lineatus</i>
Anna's hummingbird	<i>Calypte anna</i>
turkey vulture	<i>Cathartes aura</i>
northern flicker	<i>Colaptes auratus</i>
ruby-crowned kinglet	<i>Corthylio calendula</i>
American crow	<i>Corvus brachyrhynchos</i>
Nuttall's woodpecker	<i>Dryobates nuttallii</i>
house finch	<i>Haemorhous mexicanus</i>
dark-eyed junco	<i>Junco hyemalis</i>
acorn woodpecker	<i>Melanerpes formicivorus</i>
song sparrow	<i>Melospiza melodia</i>
California towhee	<i>Melospiza crissalis</i>
northern mockingbird	<i>Mimus polyglottos</i>
brown-headed cowbird*	<i>Molothrus ater</i>
spotted towhee	<i>Pipilo maculatus</i>
chestnut-backed chickadee	<i>Poecile rufescens</i>
bushtit	<i>Psaltiriparus minimus</i>
black phoebe	<i>Sayornis nigricans</i>
yellow-rumped warbler	<i>Setophaga coronata</i>
white-breasted nuthatch	<i>Sitta carolinensis</i>
lesser goldfinch	<i>Spinus psaltria</i>
American goldfinch	<i>Spinus tristis</i>
European starling*	<i>Sturnus vulgaris</i>

Common Name	Latin Name
American robin	<i>Turdus migratorius</i>
mourning dove	<i>Zenaida macroura</i>
golden-crowned sparrow	<i>Zonotrichia atricapilla</i>
white-crowned sparrow	<i>Zonotrichia leucophrys</i>
* non-native species	

In addition to birds, native gray squirrels (*Sciurus griseus*) were using the oak trees, and northern raccoon (*Procyon lotor*) tracks were also observed along the creek bed; this species is likely a frequent visitor to the creek as raccoons have a strong affinity to water. Botta's pocket gopher (*Thomomys bottae*) were observed in the open grassland setting and western fence lizard (*Sceloporus occidentalis*) were seen near rubble piles. The mature trees within the Property may also support habitat for tree roosting bats (WRA and Valerius 2021); however, no nocturnal surveys have been completed and no bats have been reported.

The Property is located within an urban setting and surrounded by residences, local roadways, school and recreation facilities, and small undeveloped parcels. The creek does provide a unique corridor within the Town for local wildlife for shelter, foraging, and movement. The area experiences a high level of human activity both from noise from nearby properties, existing public uses, and the proximity of developed areas. Wildlife using the Property are likely habituated to human activity. The creek corridor may be used by local wildlife as they move downstream along a vegetated corridor to open agricultural and undeveloped lands beyond the Property. Currently, the Second Keiser Park Expansion Property is fully fenced which may restrict local wildlife movement; however, fencing will be removed in the future as part of site development.

HISTORICAL, CURRENT, AND ANTICIPATED LAND USE

Before European settlement, the Property was part of an expansive territory inhabited by native Southern Pomo (Native Land Digital 2024). There were more than seventy Pomo tribes with seven different language groups including the Southern Pomo. The territorial lands of the Southern Pomo included part of the Sonoma Coast and inland locations from south of the Russian River to the southern Santa Rosa area in Sonoma County including the current Property (Heizer 1978).

During the period of Mexican control of California, the western edge of the Property was part of Rancho El Molino – a 17,892-acre land grant encompassing a portion of Sonoma County near Forestville (ESRI 2024b). In 1833, Mexican Governor José María Figueroa granted the land to Juan B.R. Cooper (born John Rogers Cooper), a 19th-century pioneer of California. Cooper constructed a sawmill within Rancho El Molino in 1834. It was the first commercial water-powered sawmill in California and was powered by Mark West Creek. It was used primarily for redwood. The mill was destroyed by a flood in 1841. It is a California Historical Landmark, located near Mirabel Avenue and River Road in present - day Forestville to the southwest of the Easement. The Rancho was named after Cooper's sawmill - Molino means mill in Spanish. With the cession of California to the United States and as required by the Lands Act of 1851, Cooper filed a claim for the Ranch in 1852 and received a legal patent in 1853. The eastern edge of the Property falls outside of the rancho and is not part of a designated land grant (ESRI 2024b).

The history of the Property from the 1800s to the mid-1900s is not readily available. Based on the 1942 aerial of Sonoma County, the First Keiser Park Expansion Property appeared to support crops and a small number of buildings with the seasonal creek flowing in the same general location as it appears today (District and SCWA 2017). The Second Keiser Park Expansion Property appears to also have supported agricultural development, but no structures are visible in the 1942 aerial.

In the late 1990s and 2000s, residential structures were present on the Property both in the northwest corner of the First Keiser Park Expansion Property, including two ranch houses, and a modular home and storage unit on the Second Keiser Park Expansion Property. The First Keiser Park Expansion Property structures were demolished in 2009 with the construction of Keiser Park in 2009-2010. Since the construction of the Park, it has served as a local community park. The Second Keiser Park Expansion Property was a residential property when the appraisal was completed in 2021 (Ward 2021). The buildings have since been removed and it is currently vacant and unused.

The City of Windsor is not proposing any additional improvements to the First Keiser Park Expansion Project; this portion of the Property is fully developed or protected riparian habitat. The Second Keiser Park Expansion Property will be incorporated into Keiser Park. This section of the Property will be used for low-intensity public outdoor recreation and educational uses and allow for additional park access from the east side of the park (Gates & Associates 2024). Improvements to this area may include the addition of paved or permeable trails and pathways, pathway lighting, a community garden space, benches, picnic tables, drinking fountains, refuse and recycling containers, bike racks, and other minor improvements and low-intensity uses approved by the District.

STRUCTURES AND IMPROVEMENTS

The Property is made up of two sections of parkland. The western First Keiser Park Expansion Property has developed parklands. The eastern Second Keiser Park Expansion Property is largely vacant after the recent demolition of residential structures. In 2008, the Keiser Park Master Plan was approved and detailed the uses and development of the park. In 2011, the First Keiser Park Expansion Property was developed as part of Phase One of the Master Plan. This included the construction of two large baseball fields, basketball courts, playground structures, and concessions/restroom facilities (Gates & Associates 2024). There are two multi-use diamond sports fields in the northern portion of the Property; the furthest north is a 70-foot base field and the central field has 60-foot bases. There are two back-to-back half-size basketball courts, two play structures, and multiple independent play elements along Windsor River Road. The playground structures are designed for 2–5-year-olds and 5–12-year-olds with nearby seating. There are two small picnic areas located between the basketball courts and playground by the main entrance and another near the concession stand. Shade structures cover the playground and picnic areas. In 2018, a steel sculpture, “Slice” by artist Robert Ellison, was installed adjacent to the basketball courts. There are two restroom facilities – a single-stall structure near the playground and the basketball court and a large restroom east of the back-to-back diamond sports fields in the concession building. The concession is used during sporting events and also houses a maintenance garage. A large planter near the concessions building protects mature oak trees. There are multiple paved and unpaved walking paths connecting all park features. The riparian area has been restored and was revegetated with native plantings throughout as part of the Phase One construction. There is split rail fencing and a large sign near the entrance. There are streetlights near the restrooms and along the road on the north and west sides.

A subsurface culvert system and a series of bio-swales capture stormwater runoff and deliver it to a settling pond at the southwest corner of the Property where a large concrete gate prevents stormwater from entering the seasonal creek. The irrigation system, as well as the restroom facility, are piped to use reclaimed water. The fields are irrigated with recycled water and have become an important component of the Town's overall recycled water program. A large water control main is located near the southeast corner.

The Second Keiser Park Expansion Property has been recently cleared of residential development. There is a graveled entrance off Wall Street and remnant disturbed access roads and building sites. Piles of refuse remain (see Exhibit 9, Photo #24). The parcel is served by local utilities and there is a service pole just inside the northern entrance. Fencing encompasses the entire parcel (see Exhibit 9, Photos #27-30). A paved pathway runs along the eastern edge of the Second Keiser Park Expansion Property from Wall Street to the parking lot to the south on the outside of the fence.

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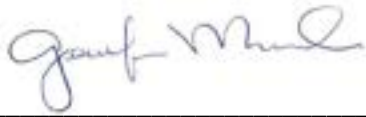
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Wildlife Research Associates and Jane Valerius Environmental Consulting. (WRA and Valerius). 2021. Habitat Assessment, 625 Wall Street, Town of Windsor, Sonoma County. February 16, 2021.

PREPARER SIGNATURE

The undersigned prepared this report in accordance with the District's standards for baseline documentation; it is a complete and accurate representation of the Property as of March 19, 2024.

For Jennifer Michaud, Consultant:

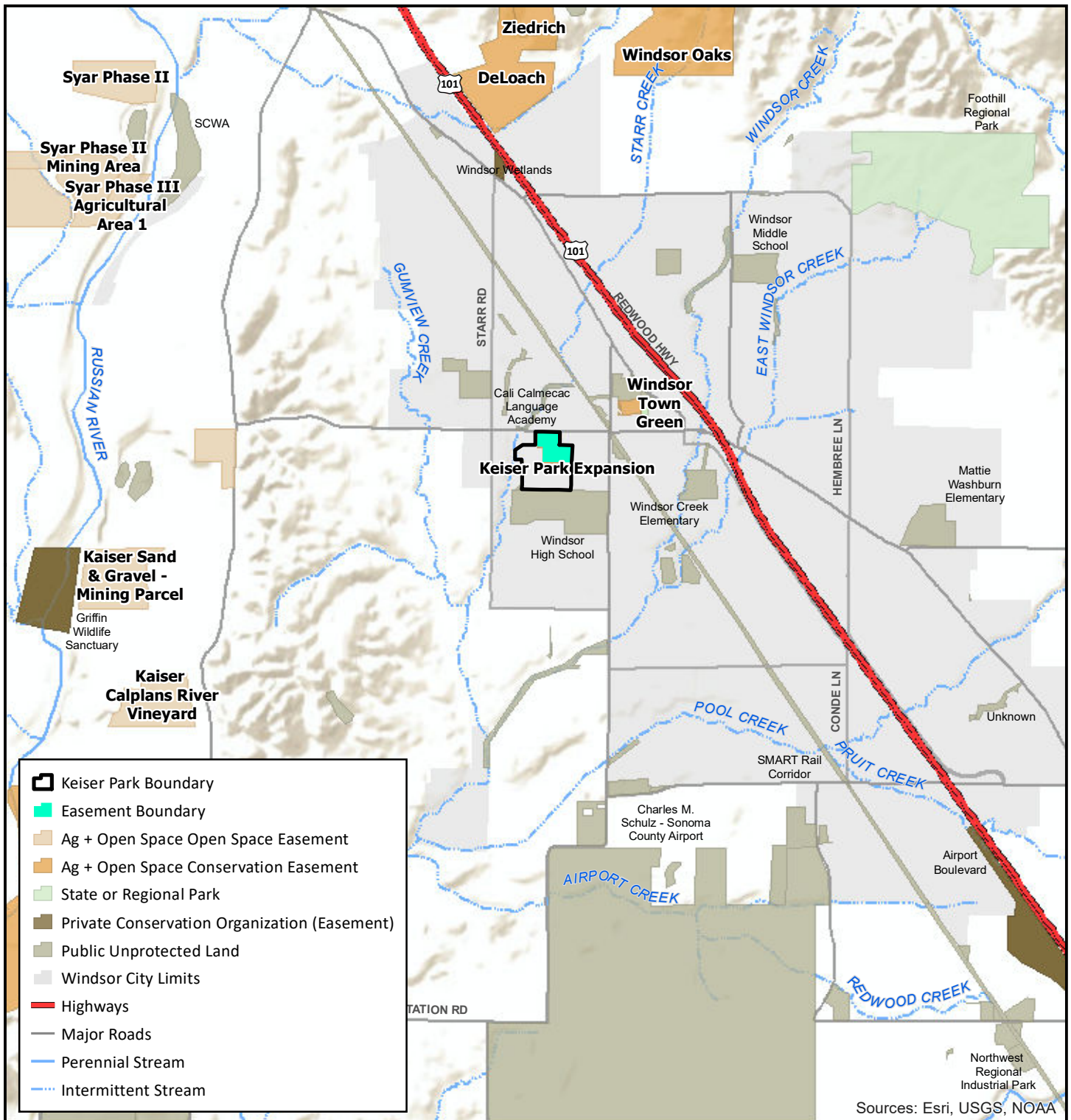
A handwritten signature in blue ink, appearing to read "Jennifer Michaud", written over a horizontal line.

Date: 8/9/2024

Jennifer Michaud, Swift Biological

EXHIBITS

Exhibit 1	Location Map
Exhibit 2	USGS Topographic Map
Exhibit 3	Soil Type Map
Exhibit 4	Vegetation Type Map
Exhibit 5	Baseline Site Map
Exhibit 6	Sonoma County General Plan Map
Exhibit 7	Adjacent Property Ownership Map
Exhibit 8	Photograph Record
Exhibit 9	Property Photographs



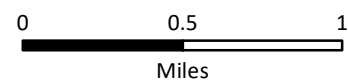
Keiser Park Expansion Conservation Easement Baseline Document Location Map

Exhibit 1

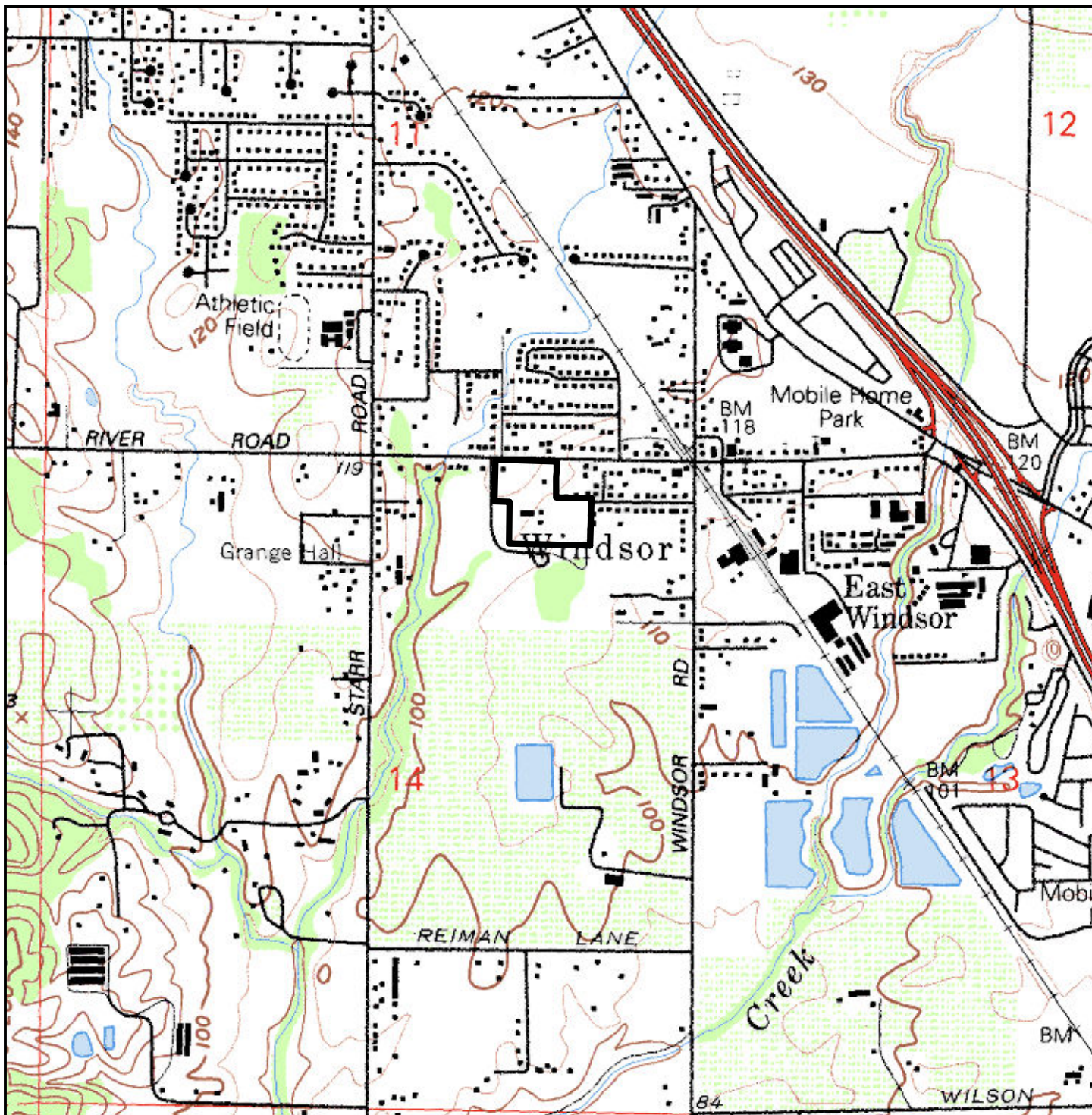
Data Sources:

- Sonoma County Agricultural Preservation & Open Space District (Easement boundary)
- Sonoma County GIS (General Plan areas, roads, all other boundaries of District Easements & fee lands)
- Sonoma County Water Agency (streams)

Map Date: August 2024

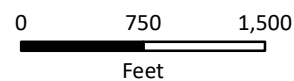


Note: This map is for illustrative purposes only and is not intended to be a definitive property description.



Keiser Park Expansion **Conservation Easement Baseline Document** **USGS Topographic Map**

Exhibit 2

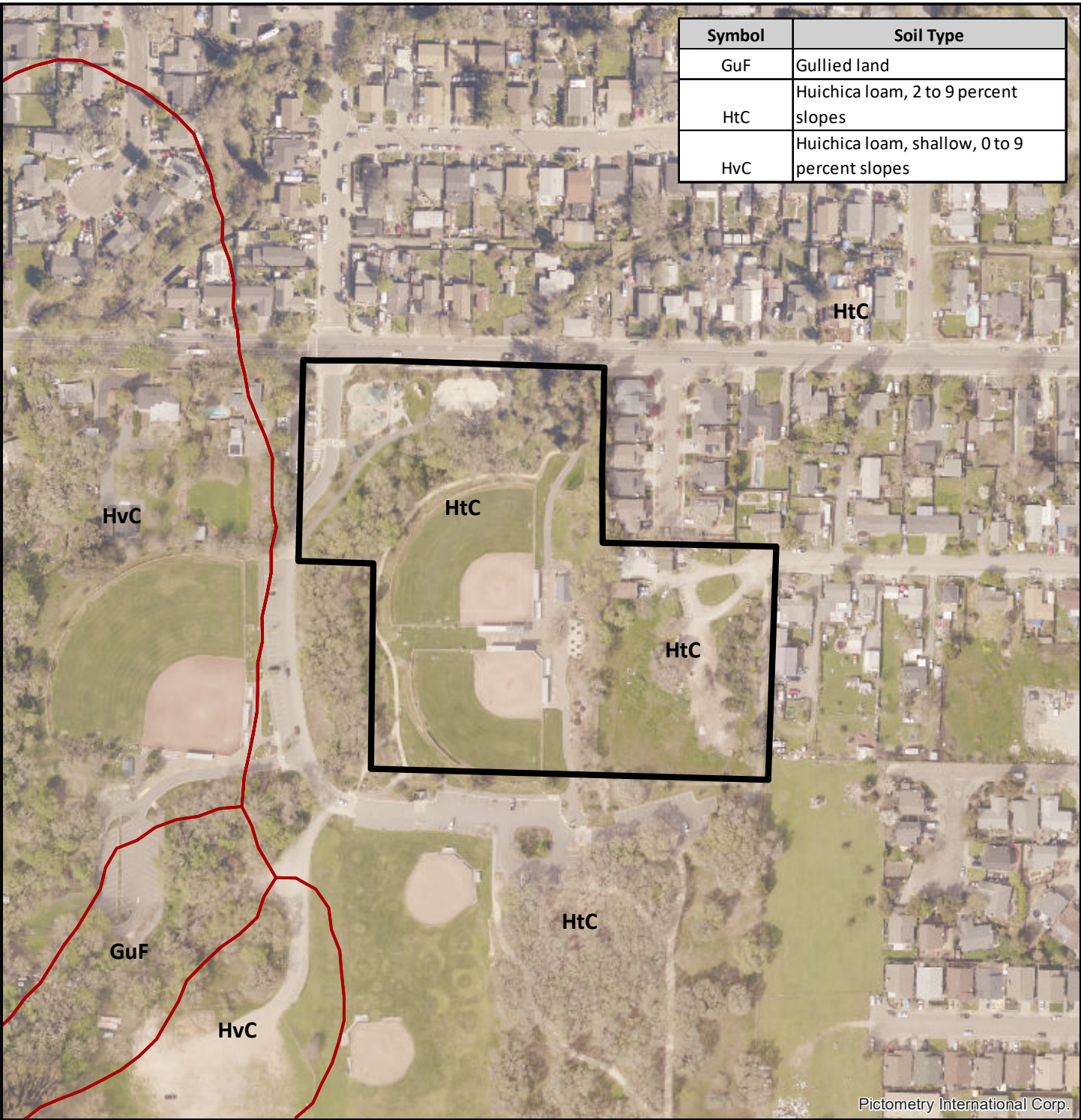


Easement Boundary

Data Sources:
 - Sonoma County Agricultural Preservation
 & Open Space District (Easement boundary)
 - USGS and Sonoma County (topo)
 Map Date: August 2024



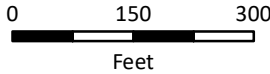
Note: This map is for illustrative purposes only and
 is not intended to be a definitive property description.



Keiser Park Expansion Conservation Easement Baseline Document Soil Type Map

Exhibit 3

Data Sources:
- Sonoma County Agricultural Preservation
& Open Space District (Easement boundary)
- NRCS Soil Survey Geographic Data (soil type)
- Pictometry International and County of Sonoma CA
Spring 2021(aerial imagery)
Map Date: August 2024



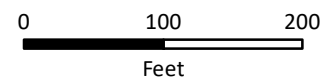
- Easement Boundary
- Soil Type Boundary

Note: This map is for illustrative purposes only and is not intended to be a definitive property description.



Keiser Park Expansion **Conservation Easement Baseline Document** **Vegetation Type Map**

Exhibit 4

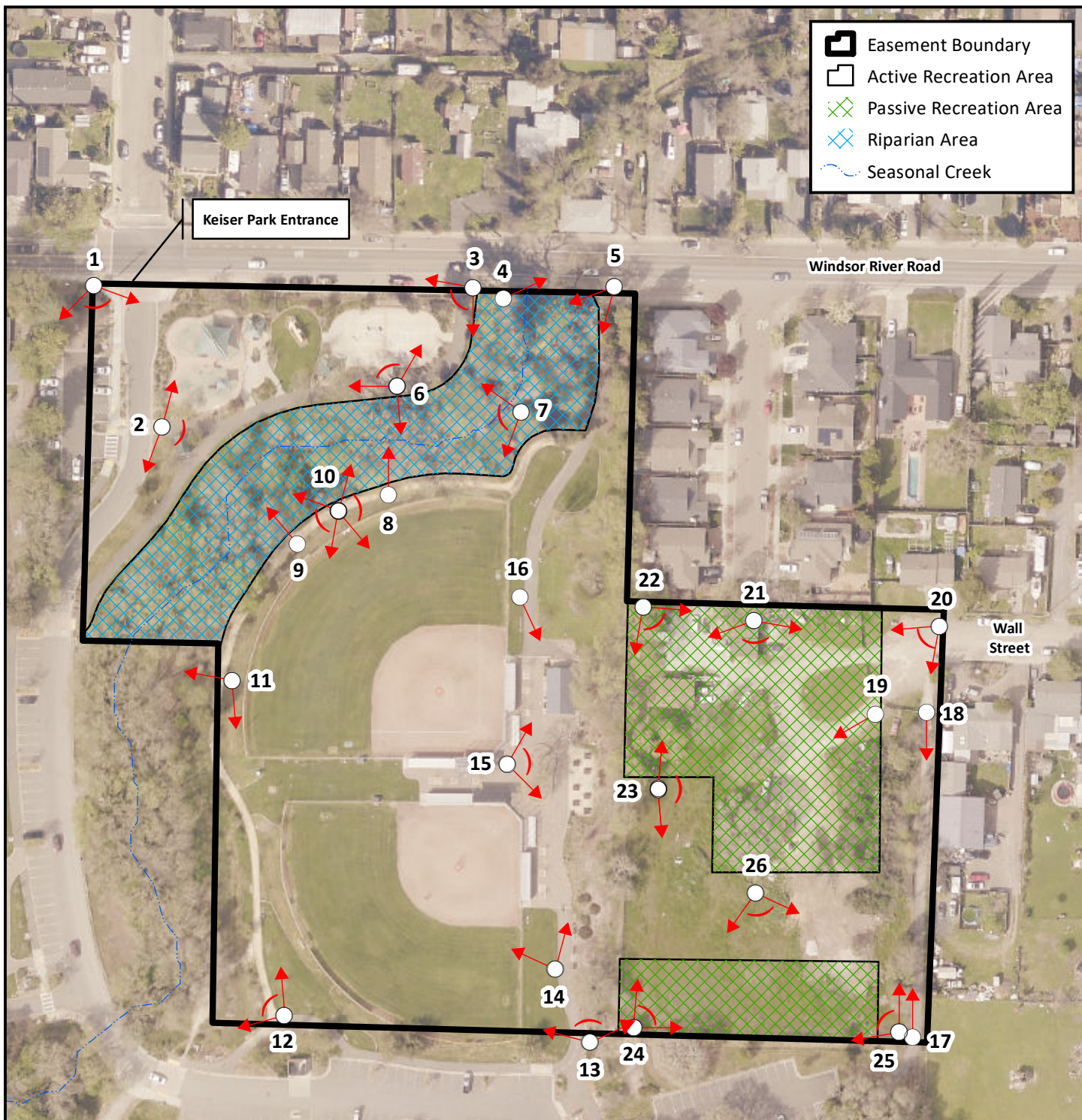


Easement Boundary

Data Sources:
 - Sonoma County Agricultural Preservation & Open Space District (Easement boundary)
 - Sonoma County Fine Scale Vegetation and Habitat Map, 2013 (vegetation boundary with field revisions)
 - Pictometry International and County of Sonoma CA Spring 2021 (aerial imagery)
 Map Date: August 2024



Note: This map is for illustrative purposes only and is not intended to be a definitive property description.



Keiser Park Expansion Conservation Easement Baseline Document Baseline Site Map

Data Sources:
 - Sonoma County Agricultural Preservation & Open Space District (Easement boundary)
 - Sonoma County Veg Map Consortium, 2013 (stream centerlines)
 Data collection, Swift Biological (photo points), March 2024
 Pictometry International and County of Sonoma CA
 Spring 2021
 Map Date: August 2024



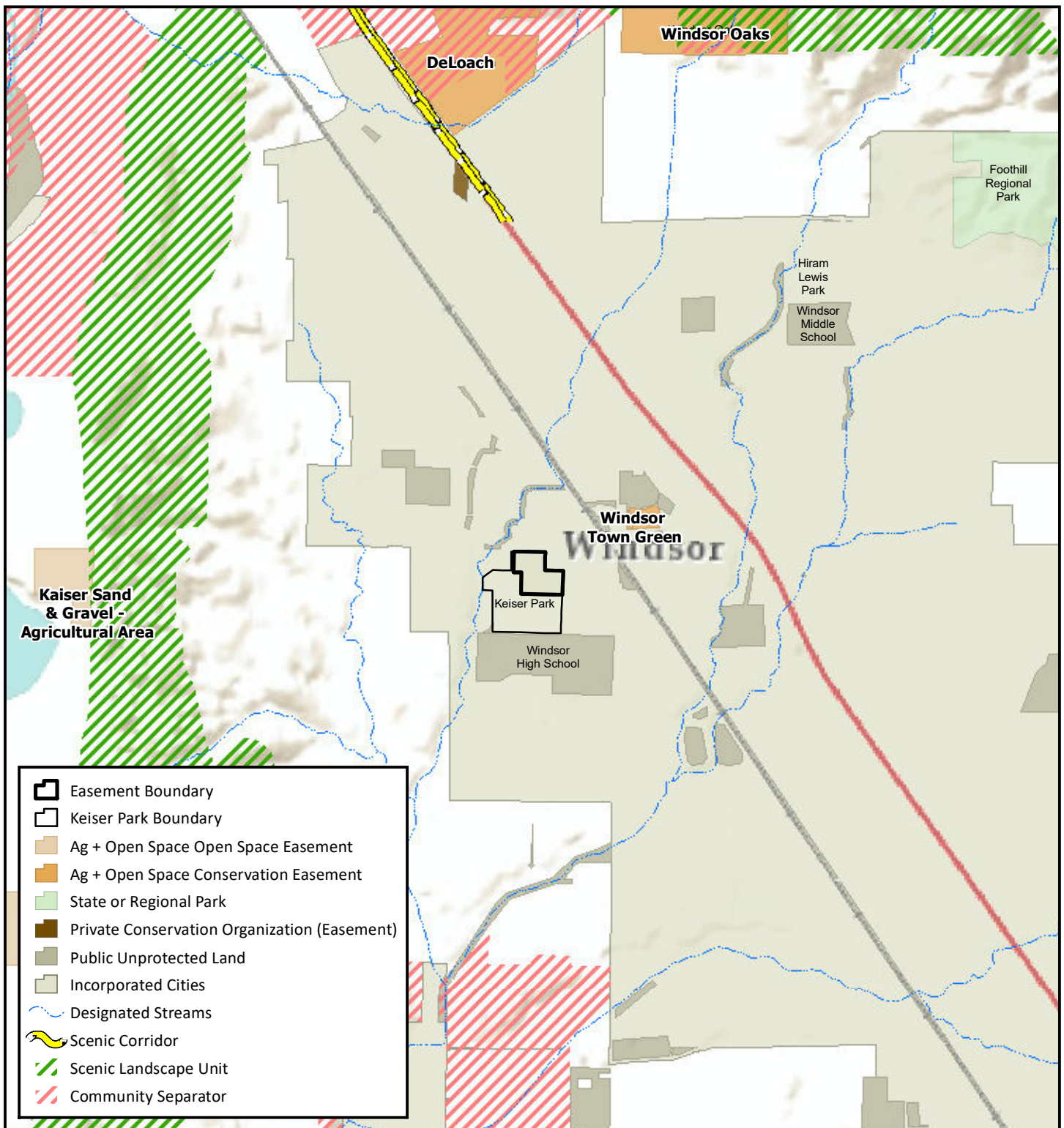
Exhibit 5

0 125 250
Feet



↑ ○ Photograph Location & Direction
 ↗ ↘ ↙ ↚ ○ indicates panorama

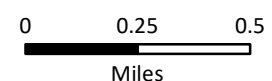
Note: This map is for illustrative purposes only and is not intended to be a definitive property description.



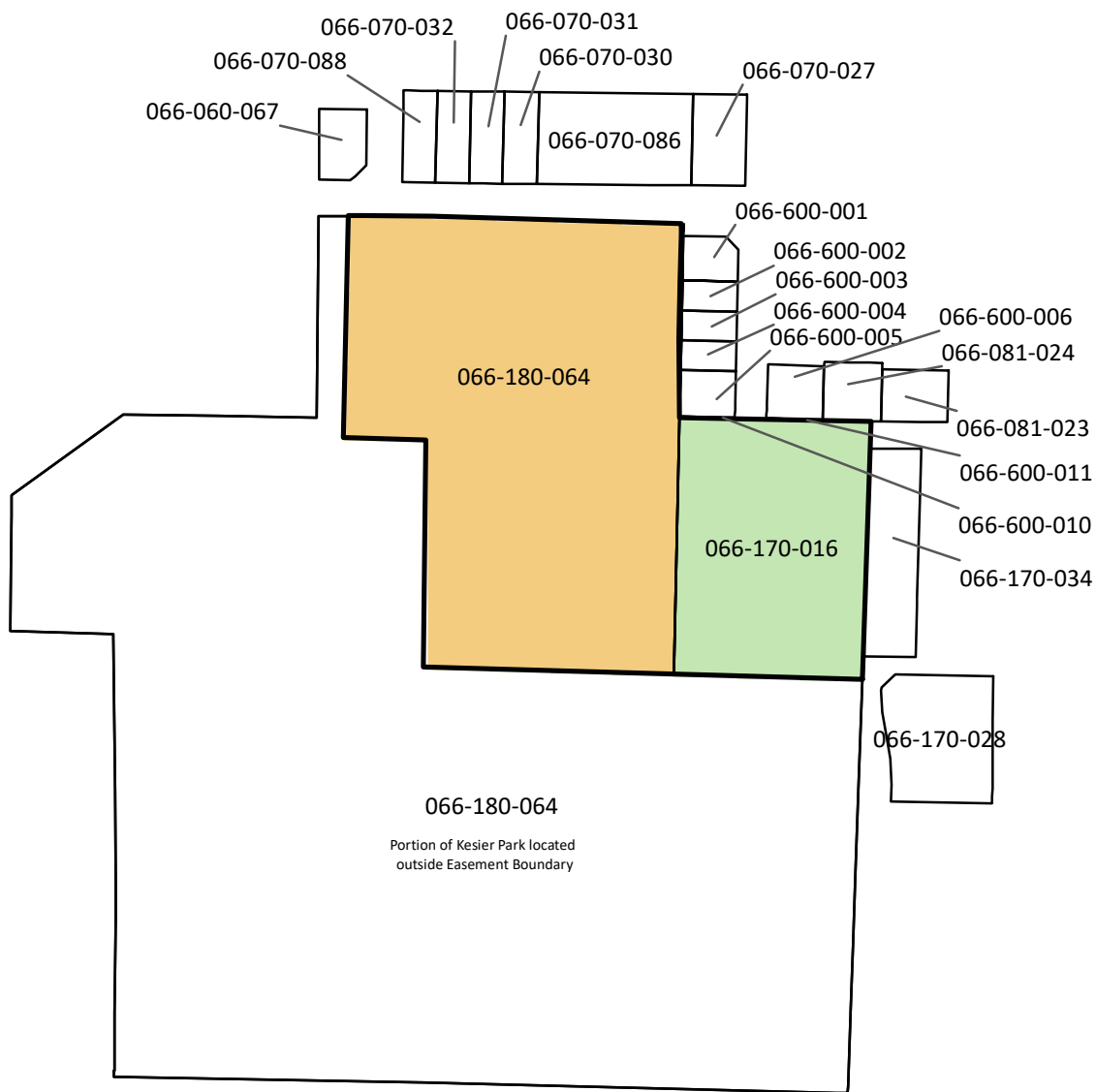
Keiser Park Expansion **Conservation Easement Baseline Document** **Sonoma County General Plan Map**

Exhibit 6

Data Sources:
 - Sonoma County Agricultural Preservation & Open Space District(Easement boundary)
 - Sonoma County GIS (General Plan areas, roads, all other boundaries of District Easements & fee lands)
 - Sonoma County Water Agency (streams)
 Map Date: August 2024



Note: This map is for illustrative purposes only and is not intended to be a definitive property description.



APN	Current Owner	APN	Current Owner
066-060-067	BILLY JEANNE MARIE TR	066-170-034	COATE RICHARD EUGENE TR & MARGARET ELIZABETH WAGNE
066-070-027	NUNEZ ROSA A HERRERA & MANIMALA RAHUL	066-180-064	TOWN OF WINDSOR
066-070-030	HUGHES HOWARD W & GLORIA	066-600-001	SONOMA COUNTY REALTY INC
066-070-031	BELEW ROBERT J TR & LAUREN J TR	066-600-002	LOMELI DONNA LAVONNE TR
066-070-032	LYDON JAMES	066-600-003	ANTONI ADRIANNE & ANTONI LAUREN
066-070-086	WOOD RYAN & GARDNER ROBERT W	066-600-004	JUKOV LEO B & JUKOV KAREN JEAN
066-070-088	LEON RAUL	066-600-005	RESENDEZ CARLOS & RESENDEZ ROBIN
066-081-023	MORIARTY ROSS K	066-600-006	FAUSS GREGORY M & FAUSS KRISTINE M
066-081-024	SPEAKES RANDALL L	066-600-010	TOWN OF WINDSOR
066-170-016	TOWN OF WINDSOR	066-600-011	TOWN OF WINDSOR
066-170-028	TOWN OF WINDSOR		



0 200 400
Feet

Keiser Park Expansion Conservation Easement Baseline Document Adjacent Property Ownership Map

Data Sources:
- Sonoma County Agricultural Preservation
& Open Space District (Easement boundary)
- Sonoma County GIS (parcels)
Map Date: August 2024



Easement Boundary



First Keiser Park Expansion Property



Second Keiser Park Expansion Property

Note: This map is for illustrative purposes only and is not intended to be a definitive property description.
Note: Digital Sonoma County GIS parcels data may not match the surveyed easement boundary.

Exhibit 7

**Keiser Park Expansion Conservation Easement
Baseline Documentation
Exhibit 8: Photograph Record**

Date: 3/19/2024

Photographer: Jennifer Michaud, Swift Biological

Camera: iPhone 14 iOS 17.0.3

Note: Photograph Locations are Shown on Exhibit 5, Baseline Site Map

Location #	Photo #	State Plane Coordinates	Photo Point Location Description	Subject	Bearing
1	1	6326450, 1962167	From the northwest entrance to Keiser Park	Windsor River Road, main entrance to Keiser Park, and entrance sign (photo taken from 2013 Keiser Park Expansion Current Condition Report, Location #1)	110-225°
2	2	6326512, 1962038	From the edge of the main entrance road to Keiser Park	Playground area, pathway, restroom, and bio-swale along the entrance road (photo taken from 2013 Keiser Park Expansion Current Condition Report, Location #16)	15-200°
3	3	6326795, 1962165	From the sidewalk at the northern edge of Keiser Park along Windsor River Road	Pedestrian pathway, landscaping, and basketball court (background); (photo taken from 2013 Keiser Park Expansion Current Condition Report, Location #15)	180-245°
4	4	6326823, 1962155	From the edge of the riparian corridor at the pedestrian entrance at the northern edge of Keiser Park at Windsor River Road	Culverts on the seasonal creek under Windsor River Road and view of the northern portion of Riparian Area (photo taken from 2013 Keiser Park Expansion Current Condition Report, Location #7)	65°
5	5	6326924, 1962166	From the sidewalk at the northeast corner of Keiser Park along Windsor River Road	Northeast entrance and emergency access road, edge of Riparian Area (right); (photo taken from 2013 Keiser Park Expansion Current Condition Report, Location #2)	195°

Location #	Photo #	State Plane Coordinates	Photo Point Location Description	Subject	Bearing
5	6	6326924, 1962166	From the sidewalk at the northeast corner of Keiser Park along Windsor River Road	Ornamental plantings and invasive understory along the seasonal creek in the Riparian Area (photo taken from 2013 Keiser Park Expansion Current Condition Report, Location #2)	250°
6	7	6326726, 1962075	From the pathway on the south side of the seasonal creek	Unauthorized trail through the riparian area along the seasonal creek	175°
6	8	6326726, 1962075	From the pathway on the north side of the seasonal creek	Paved pathway, basketball courts, steel sculpture (background), and playground area (background)	270-30°
7	9	6326839, 1962052	From the upper floodplain on the south side of the seasonal creek	Riparian Area and seasonal creek (photo taken from 2013 Keiser Park Expansion Current Condition Report, Location #3)	200-305°
8	10	6326718, 1961976	From the pathway on the south side of the seasonal creek	Unauthorized trails through the Riparian Area along the seasonal creek (photo taken from 2013 Keiser Park Expansion Current Condition Report, Location #12)	360°
9	11	6326635, 1961932	From the pathway on the south side of the seasonal creek	An unauthorized trail through the Riparian Area along the seasonal creek (photo taken from 2013 Keiser Park Expansion Current Condition Report, Location #11)	320°
10	12	6326673, 1961962	From the pathway on the south side of the seasonal creek	Riparian Area (left), creekside pathway, and baseball field (photo taken from 2013 Keiser Park Expansion Current Condition Report, Location #4)	15-140°
10	13	6326673, 1961962	From the pathway on the south side of the seasonal creek	Baseball field, creekside pathway, bench (located just outside of the Riparian Area), and Riparian Area (right); (photo taken from 2013 Keiser Park Expansion Current Condition Report, Location #4)	190-290°

Location #	Photo #	State Plane Coordinates	Photo Point Location Description	Subject	Bearing
11	14	6326576, 1961807	From the pathway on the east side of the seasonal creek and west of the northern baseball field	Riparian Area (left), creekside trail, and bio-swale (right); (photo taken from 2013 Keiser Park Expansion Current Condition Report, Location #10)	280°
11	15	6326576, 1961807	From the pathway on the east side of the seasonal creek and west of the northern baseball field	Bio-swale (left), creekside pathway, and Riparian Area (right); (photo taken from 2013 Keiser Park Expansion Property Current Condition Report, Location #10)	175°
12	16	6326624, 1961502	From the southwest corner of the Easement and end of the creekside pathway	Reclaimed water holding pond (behind pathway, outside of the Easement area), seasonal creek (background, outside of Easement area), creekside pathway, and grass slope (photo taken from 2013 Keiser Park Expansion Current Condition Report, Location #9)	255-355°
13	17	6326902, 1961478	From the southern edge of the Easement and the First Keiser Park Expansion Property	Baseball field (left, background), paved emergency access road, fence marking the boundary between First Keiser Park Expansion Property and Second Keiser Park Expansion Property (right), and bio-swale (right); (photo taken from 2013 Keiser Park Expansion Current Condition Report, Location #8)	285-65°
14	18	6326870, 1961544	From the southern edge of the Easement and east of the baseball field	Paved emergency access road, concession area (background), and benches (photo taken from 2013 Keiser Park Expansion Current Condition Report, Location #6)	15°
14	19	6326870, 1961544	From the southern edge of the Easement and east of the baseball field	Baseball field (photo taken from 2013 Keiser Park Expansion Current Condition Report, Location #6)	295°

Location #	Photo #	State Plane Coordinates	Photo Point Location Description	Subject	Bearing
15	20	6326826, 1961731	From the bricked gathering area between the two baseball fields	Structure with concessions, storage garage, and restroom facilities (left), concrete planter, and mature oaks (photo taken from 2013 Keiser Park Expansion Current Condition Report, Location #5)	30-135°
16	21	6326838, 1961884	From the eastern edge of the northern baseball field	Paved emergency access road, structure with concessions, storage garage, and restroom facilities (background), turf, and fence surrounding baseball field (photo taken from 2013 Keiser Park Expansion Current Condition Report, Location #14)	155°
17	22	6327196, 1961482	From the southeast corner of the Easement at the southern end of the paved pathway	Paved pathway on the eastern edge of the Property, looking north	360°
18	23	6327209, 1961779	From the northeast corner of the Easement at the northern end of the paved pathway	Paved pathway on the eastern edge of the Property, looking south	180°
19	24	6327162, 1961777	From the northeast corner of the Easement and west of the paved pathway	Graveled areas, debris piles (to be removed), and valley oak tree in the center of the Second Keiser Park Expansion Property	240°
20	25	6327220, 1961857	From the northeast corner of the Easement at the Wall Street entrance	Gravel road at the entrance gate at Wall Street	190-265°
21	26	6327051, 1961862	From the central and northern edge of the Easement within the Second Keiser Park Expansion Property	Disturbed grassland, utility pole (left), graveled roadway (center), former building site (right), and northern fence line (left and right, the fence is on the side of the photo location due to panoramic orientation)	100-250°

Location #	Photo #	State Plane Coordinates	Photo Point Location Description	Subject	Bearing
22	27	6326950, 1961874	From the northwest corner of the Second Keiser Park Expansion Property	Fences (left and right; note right fence marks boundary between First Keiser Park Expansion Property and Second Keiser Park Expansion Property), former building site (foreground, note utility box at center), oak trees, and structure with concessions, storage garage, and restroom facilities (background right, on First Keiser Park Expansion Property)	95-190°
23	28	6326964, 1961708	From the central and western edge of the Easement within the Second Keiser Park Expansion Property	Oak trees, fence lines along the western edge of the Passive Recreation Area (left and right, fences are behind the photo location due to panoramic orientation), and open grassland with a low depression area (foreground)	5-175°
24	29	6326942, 1961491	From the southwest corner of the Easement within the Second Keiser Park Expansion Property	Annual grassland and fences (left and right; note left fence marks the boundary between First Keiser Park Expansion Property and Second Keiser Park Expansion Property and the right fence marks the southern boundary)	5-90°
25	30	6327184, 1961487	From the southeast corner of the Easement within the Second Keiser Park Expansion Property	Fences (left and right; note left fence marks the southern boundary and the right fence marks the eastern boundary), Himalayan blackberry infestation (foreground), and annual grassland in the southeastern corner of Property	265-5°
26	31	6327053, 1961614	From the center of the Second Keiser Park Expansion Property, south of the large oak tree	Grassland, southern boundary fence, and a portion of Keiser Park outside of the Easement area (background)	115- 215°

**Keiser Park Expansion Conservation Easement
Baseline Documentation
Exhibit 9: Property Photographs
Date of Photographs: 3/19/2024**

Location #1

Photo #1

Bearing: 110-225°

Windsor River Road, main entrance to Keiser Park, and entrance sign (photo taken from 2013 Keiser Park Expansion Current Condition Report, Location #1)



**Keiser Park Expansion Conservation Easement
Baseline Documentation
Exhibit 9: Property Photographs
Date of Photographs: 3/19/2024**

Location #2
Photo #2
Bearing: 15-200°

Playground area, pathway, restroom, and bio-swale along the entrance road (photo taken from 2013 Keiser Park Expansion Current Condition Report, Location #16)



**Keiser Park Expansion Conservation Easement
Baseline Documentation
Exhibit 9: Property Photographs
Date of Photographs: 3/19/2024**

Location #3

Photo #3

Bearing: 180-245°

Pedestrian pathway, landscaping, and basketball court (background); (photo taken from 2013 Keiser Park Expansion Current Condition Report, Location #15)



**Keiser Park Expansion Conservation Easement
Baseline Documentation
Exhibit 9: Property Photographs
Date of Photographs: 3/19/2024**



Location #4
Photo #4
Bearing: 65°

Culverts on the seasonal creek under Windsor River Road and view of the northern portion of Riparian Area (photo taken from 2013 Keiser Park Expansion Current Condition Report, Location #7)



Location #5
Photo #5
Bearing: 195°

Northeast entrance and emergency access road, edge of Riparian Area (right); (photo taken from 2013 Keiser Park Expansion Current Condition Report, Location #2)

**Keiser Park Expansion Conservation Easement
Baseline Documentation
Exhibit 9: Property Photographs
Date of Photographs: 3/19/2024**



Location #5
Photo #6
Bearing: 250°

Ornamental plantings and invasive understory along the seasonal creek in the Riparian Area (photo taken from 2013 Keiser Park Expansion Current Condition Report, Location #2)



Location #6
Photo #7
Bearing: 175°

Unauthorized trail through the Riparian Area along the seasonal creek

**Keiser Park Expansion Conservation Easement
Baseline Documentation
Exhibit 9: Property Photographs
Date of Photographs: 3/19/2024**

Location #6

Photo #8

Bearing: 270-30°

Paved pathway, basketball courts, steel sculpture (background), and playground area (background)



**Keiser Park Expansion Conservation Easement
Baseline Documentation
Exhibit 9: Property Photographs
Date of Photographs: 3/19/2024**

Location #7
Photo #9
Bearing: 200-305°

Riparian Area and seasonal creek (photo taken from 2013 Keiser Park Expansion Current Condition Report, Location #3)



**Keiser Park Expansion Conservation Easement
Baseline Documentation
Exhibit 9: Property Photographs
Date of Photographs: 3/19/2024**



Location #8
Photo #10
Bearing: 360°

Unauthorized trails through the Riparian Area along the seasonal creek (photo taken from 2013 Keiser Park Expansion Current Condition Report, Location #12)



Location #9
Photo #11
Bearing: 320°

An unauthorized trail through the Riparian Area along the seasonal creek (photo taken from 2013 Keiser Park Expansion Current Condition Report, Location #11)

**Keiser Park Expansion Conservation Easement
Baseline Documentation
Exhibit 9: Property Photographs
Date of Photographs: 3/19/2024**

Location #10
Photo #12
Bearing: 15-140°

Riparian Area (left), creekside pathway, and baseball field (photo taken from 2013 Keiser Park Expansion Current Condition Report, Location #4)



**Keiser Park Expansion Conservation Easement
Baseline Documentation
Exhibit 9: Property Photographs
Date of Photographs: 3/19/2024**

Location #10

Photo #13

Bearing: 190-290°

Baseball field, creekside pathway, bench (located just outside of the Riparian Area), and Riparian Area (right); (photo taken from 2013 Keiser Park Expansion Current Condition Report, Location #4)



**Keiser Park Expansion Conservation Easement
Baseline Documentation
Exhibit 9: Property Photographs
Date of Photographs: 3/19/2024**



Location #11
Photo #14
Bearing: 280°

Riparian Area (left),
creekside trail, and bio-
swale (right); (photo
taken from 2013 Keiser
Park Expansion Current
Condition Report,
Location #10)



Location #11
Photo #15
Bearing: 175°

Bio-swale (left),
creekside pathway, and
Riparian Area (right);
(photo taken from 2013
Keiser Park Expansion
Property Current
Condition Report,
Location #10)

**Keiser Park Expansion Conservation Easement
Baseline Documentation
Exhibit 9: Property Photographs
Date of Photographs: 3/19/2024**

Location #12

Photo #16

Bearing: 255-355°

Reclaimed water holding pond (behind pathway, outside of the Easement area), seasonal creek (background, outside of Easement area),
creekside pathway, and grass slope (photo taken from 2013 Keiser Park Expansion Current Condition Report, Location #9)



**Keiser Park Expansion Conservation Easement
Baseline Documentation
Exhibit 9: Property Photographs
Date of Photographs: 3/19/2024**

Location #13
Photo #17
Bearing: 285-65°

Baseball field (left, background), paved emergency access road, fence marking the boundary between First Keiser Park Expansion Property and Second Keiser Park Expansion Property (right), and bio-swale (right); (photo taken from 2013 Keiser Park Expansion Current Condition Report, Location #8)



**Keiser Park Expansion Conservation Easement
Baseline Documentation
Exhibit 9: Property Photographs
Date of Photographs: 3/19/2024**



Location #14
Photo #18
Bearing: 15°

Paved emergency access road, concession area (background), and benches (photo taken from 2013 Keiser Park Expansion Current Condition Report, Location #6)



Location #14
Photo #19
Bearing: 295°

Baseball field (photo taken from 2013 Keiser Park Expansion Current Condition Report, Location #6)

**Keiser Park Expansion Conservation Easement
Baseline Documentation
Exhibit 9: Property Photographs
Date of Photographs: 3/19/2024**

Location #15
Photo #20
Bearing: 30-135°

Structure with concessions, storage garage, and restroom facilities (left), concrete planter, and mature oaks (photo taken from 2013 Keiser Park Expansion Current Condition Report, Location #5)



**Keiser Park Expansion Conservation Easement
Baseline Documentation
Exhibit 9: Property Photographs
Date of Photographs: 3/19/2024**



Location #16
Photo #21
Bearing: 155°

Paved emergency access road, structure with concessions, storage garage, and restroom facilities (background), turf, and fence surrounding baseball field (photo taken from 2013 Keiser Park Expansion Current Condition Report, Location #14)



Location #17
Photo #22
Bearing: 360°

Paved pathway on the eastern edge of the Property, looking north

**Keiser Park Expansion Conservation Easement
Baseline Documentation
Exhibit 9: Property Photographs
Date of Photographs: 3/19/2024**



Location #18
Photo #23
Bearing: 180°

Paved pathway on the eastern edge of the Property, looking south



Location #19
Photo #24
Bearing: 240°

Graveled areas, debris piles (to be removed), and valley oak tree in the center of the Second Keiser Park Expansion Property

**Keiser Park Expansion Conservation Easement
Baseline Documentation
Exhibit 9: Property Photographs
Date of Photographs: 3/19/2024**

Location #20

Photo #25

Bearing: 190-265°

Gravel road at the entrance gate at Wall Street



**Keiser Park Expansion Conservation Easement
Baseline Documentation
Exhibit 9: Property Photographs
Date of Photographs: 3/19/2024**

Location #21

Photo #26

Bearing: 100-250°

Disturbed grassland, utility pole (left), graveled roadway (center), former building site (right), and northern fence line (left and right, the fence is on the side of the photo location due to panoramic orientation)



**Keiser Park Expansion Conservation Easement
Baseline Documentation
Exhibit 9: Property Photographs
Date of Photographs: 3/19/2024**

Location #22
Photo #27
Bearing: 95-190°

Fences (left and right; note right fence marks boundary between First Keiser Park Expansion Property and Second Keiser Park Expansion Property), former building site (foreground, note utility box at center), oak trees, and structure with concessions, storage garage, and restroom facilities (background right, on First Keiser Park Expansion Property)



**Keiser Park Expansion Conservation Easement
Baseline Documentation
Exhibit 9: Property Photographs
Date of Photographs: 3/19/2024**

Location #23
Photo #28
Bearing: 5-175°

Oak trees, fencelines along the western edge of the Passive Recreation Area (left and right, fences are behind the photo location due to panoramic orientation), and open grassland with a low depression area (foreground)



**Keiser Park Expansion Conservation Easement
Baseline Documentation
Exhibit 9: Property Photographs
Date of Photographs: 3/19/2024**

Location #24

Photo #29

Bearing: 5-90°

Annual grassland and fences (left and right; note left fence marks the boundary between First Keiser Park Expansion Property and Second Keiser Park Expansion Property and the right fence marks the southern boundary)



**Keiser Park Expansion Conservation Easement
Baseline Documentation
Exhibit 9: Property Photographs
Date of Photographs: 3/19/2024**

Location #25
Photo #30
Bearing: 265-5°

Fences (left and right; note left fence marks the southern boundary and the right fence marks the eastern boundary), Himalayan blackberry infestation (foreground), and annual grassland in the southeastern corner of Property



**Keiser Park Expansion Conservation Easement
Baseline Documentation
Exhibit 9: Property Photographs
Date of Photographs: 3/19/2024**

Location #26

Photo #31

Bearing: 115-215°

Grassland, southern boundary fence, and a portion of Keiser Park outside of the Easement area (background)



Attachment 1



Keiser Park Expansion Conservation Easement Baseline Document Current Conditions on the Second Keiser Park Expansion Property

Data Sources:
- Sonoma County Agricultural Preservation
& Open Space District (Easement boundary)
- Upstream Tech 2024 (aerial imagery)
Map Date: August 2024



Attachment 1

0 50 100
Feet



Easement Boundary



Second Expansion Property

Note: This map is for illustrative purposes only and
is not intended to be a definitive property description.

Attachment 2

M E M O R A N D U M

Date: August 5, 2024

To: File

From: Olivia Fiori, Acquisition Specialist

c: Sheri Emerson, Stewardship Manager

Subject: **Keiser Park Expansion Conservation Easement; Debris Removal**

The Keiser Park Expansion Conservation Easement ("Easement") Baseline Documentation, prepared by Swift Biological Consulting in August 2024, documents debris on the Second Keiser Park Expansion property in Exhibit 9, Photograph #24. The parties agree that these items violate the Easement's prohibitions on dumping.

The Easement Grantor agrees to remove this debris from the Property within one year of Easement recordation.

For the Town of Windsor, Grantor:

Jon Davis, Town Manager

Date: _____

For Sonoma County Agricultural Preservation and Open Space District, Grantee:

Misti Arias, General Manager

Date: _____

**[PROPERTY NAME] CONSERVATION EASEMENT
BASELINE DOCUMENTATION**

Prepared for:

**Sonoma County Agricultural Preservation
& Open Space District**

747 Mendocino Avenue, Suite 100
Santa Rosa, CA 95401

Prepared by:

**[Consultant Name]
[Consultant Address Line 1]
[Consultant Address Line 2]**

[Month, Year]



AG + OPEN SPACE

SONOMA COUNTY

**[PROPERTY NAME] CONSERVATION EASEMENT
BASELINE DOCUMENTATION**

Baseline Documentation Distribution List		
Baseline Copy:	Location:	Date Sent:
Archive (Original)	District Office	
Landowner	[Landowner Name]	
PDF available on request	District Office	

[PROPERTY NAME] CONSERVATION EASEMENT BASELINE DOCUMENTATION

Sonoma County Agricultural Preservation and Open Space District

BOARD OF DIRECTORS

Director Susan Gorin	1st District
Director David Rabbitt	2nd District
Director Chris Coursey	3rd District
Director James Gore	4th District
Director Lynda Hopkins	5th District

FISCAL OVERSIGHT COMMISSION [CONFIRM MEMBERS AT CLOSING]

Michael J. Sangiacomo	1st District
Todd Mendoza	2nd District
Gary Wysocky	3rd District
Vacant	4th District
Jorge Inocencio	5th District
Jeff Owen	Alternate

Misti Arias, General Manager
747 Mendocino Avenue, Suite 100
Santa Rosa, CA 95401

ACKNOWLEDGEMENTS

Baseline Consultant:

Consultant Name
Consultant Address Line 1
Consultant Address Line 2

District Staff Participants:

[Acquisition Project Manager], Acquisition Specialist
Simon Apostol, Acquisition Assistant
Alex Young, GIS Coordinator OR Eric Ross, GIS Analyst
Catherine Iantosca, Senior Stewardship Specialist
[Stewardship Reviewer], Stewardship Specialist

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Exhibits

Exhibit 1	Location Map
Exhibit 2	USGS Topographic Map
Exhibit 3	Soil Type Map
Exhibit 4	Vegetation Type Map
Exhibit 5	Baseline Site Map
[Exhibit 5a, b...] [If needed – detail maps]	
Exhibit 6	Sonoma County General Plan Map
Exhibit 7	Adjacent Parcel Map
Exhibit 8	Record of Photographs
Exhibit 9	Property Photographs

Attachments [delete if not needed]

Attachment 1	[List attachments if applicable. Note we are no longer attaching Conservation Easements to our Baselines]
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ACKNOWLEDGEMENT OF CONDITION

The [Property Name] property ("the Property") encompasses approximately XXX acres of land located [briefly describe location]. The Sonoma County Agricultural Preservation and Open Space District is acquiring/has acquired a Conservation Easement ("Easement") over the Property to [insert list of Conservation Values]. This Easement is referred to as the [Property Name] Conservation Easement.

This document, referenced as Baseline Report in Section XX of the Easement, including the attached photographs and other exhibits and attachments, is an accurate representation of the Property as of [Date].

For [Landowner Name], Grantor:

_____ Date: _____
[Landowner Name, title if applicable]

For Sonoma County Agricultural Preservation and Open Space District, Grantee:

_____ Date: _____
Misti Arias, General Manager

BASELINE SUMMARY

Property Name: [Property Name] Conservation Easement

Property Owners: [Landowner Name]

Contact Person: [Contact Person Name]

Phone Number: (XXX) XXX-XXXX

Property Address: [Property Address Line 1]
[Property Address Line 2]

Mailing Addresses: [Mailing Address Line 1]
[Mailing Address Line 2]

Assessor Parcel Number(s): XXX-XXX-XXX (XXX.XX acres)

Zoning:

[Describe Property zoning. See <https://permitsonoma.org/zoningcodes>]

Include the text below:

Full descriptions of the zoning designations for the Property can be found at the County of Sonoma's website (<https://permitsonoma.org/zoningcodes>).

Location:

[Describe Property location in detail and describe how to access Property] (see Exhibit 1, Location Map).

Approvals:

Fiscal Oversight Commission: Determining the acquisition does not exceed fair market value

Date: [Month, Day, Year]

Resolution No. XXXX-XXX

Board of Directors: General Plan consistency, Expenditure Plan consistency, and final approval of Conservation Easement

Date: [Month, Day, Year]

Resolution No. XXXX-XXX

INTRODUCTION

The [Property Name] property (“the Property”), encompassing a total of [XXX.X] acres of land currently owned by [Landowner Name], is located [briefly describe location]. The Sonoma County Agricultural Preservation and Open Space District (“District”) is acquiring a conservation easement (“Easement”) over the Property to [cite cons purpose].

[See baseline memo for this section] On [Date], the District’s Fiscal Oversight Commission determined, by its Resolution No. [XXXX-XXXX], that the acquisition did not exceed fair market value. On [Date], the District’s Board of Directors determined, by its Resolution No. [XX-XXXX], that the Easement acquisition was consistent with the Sonoma County General Plan and the District’s Expenditure Plan.

This report documents physical features, land use, as well as biological and hydrologic features on the Property relative to the Easement. District staff will use this document as a reference for regular monitoring visits to ensure landowner compliance with the Easement.

Information for this report was provided by [cite appraisal, and discussions with District staff and landowner, or other relevant parties; site visits by NAME (include dates)]. Aerial imagery (year) of the Property, developed by [source], was utilized to document large scale land features and for map development in Exhibits 1-7. Photographs taken during the site visit document the physical appearance of the Property in Exhibits 8 and 9.

FUNDING

[Please describe District funding contribution and any other funding sources (e.g. grants)]

SUMMARY OF SIGNIFICANCE

[Please describe the significance of the acquisition, touching on details about each Conservation Value in the Easement. Sources may include Easement Recitals, 2020 Sonoma County General Plan, District’s Vital Lands Initiative, Staff Reports to Board of Directors and Fiscal Oversight Commission, regional and local plans, etc.]

CONSERVATION VALUES AND PURPOSE

[Refer to Project Specific Guidelines and confirm accuracy with current Easement Draft. Please list the Conservation Values and quote the Conservation Purpose section of the easement. District staff will provide the text for this section.]

PROJECT STRUCTURE

[District staff will provide the text for this section.]

PHYSICAL SETTING AND HYDROLOGY

[Please describe the physical setting and location of the Property and its hydrology, including any streams or wetlands, and describe how the Property fits into its watershed.]

GEOLOGY, SOILS AND EROSION

[Please describe the geology and soils on the Property and any known erosion sites.]

When discussing soils, include the following text:

Official soil series descriptions can be found at the US Department of Agriculture, Natural Resources Conservation Service's official soil series website (<https://soilseries.sc.egov.usda.gov>).

Use Web Soil Survey to download soil series spatial data for Exhibit 3

(<https://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.aspx>)

VEGETATION AND PLANT COMMUNITIES

[Please list the vegetation types using CalVeg or similar classification system, and include a list of plant species observed in each vegetation type.]

WILDLIFE

A wildlife survey was not conducted as part of this report. However, [please list any wildlife observed during the site visit or known to occur on the Property by the landowner or other sources.]

HISTORICAL, CURRENT, AND ANTICIPATED LAND USE

[Please describe the historical and current land use on the Property. If there are immanent changes planned, please describe.]

STRUCTURES AND IMPROVEMENTS

[Please mention and describe all structures and improvements on the Property, including residences, accessory buildings, agricultural buildings, dams, ponds, roads, utilities, etc. Ensure that descriptions of infrastructure like buildings, roads, etc, are described in such a way as to be useful for Easement enforcement. For example, square footage, surface type, etc]

REFERENCES

[Please cite any references used.]

PREPARER SIGNATURE

The undersigned prepared this report in accordance with the District's standards for baseline documentation; it is a complete and accurate representation of the Property as of [Date].

For [Consultant Name, Business Name], Consultant:

_____ Date: _____
[Consultant Name]

EXHIBITS

Exhibit 1	Location Map
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[For Exhibits 1-7, Use ArcGIS Templates]

[For Exhibits 8 & 9, see separate templates]

ATTACHMENTS **[delete if none]**

Attachment 1 **[List Attachments as applicable]**

Attachment 1

TITLE

[Other attachments as applicable]

Note: Photograph Locations are Shown on Exhibit 5, Baseline Site Map

[illegible]