



Public Outings and Youth Education Program on Ag + Open Space-Protected Lands 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 to provide Ag + Open Space-sponsored school field trips, interpretive hikes, tours, workshops, and other public outings on Ag + Open Space-protected lands.

Proposals must be received no later than **5:00 p.m.** on **January 23, 2020.**

A. Introduction/Purpose

1. Ag + Open Space Background

In 1990, the voters of Sonoma County created the Sonoma County Agricultural Preservation and Open Space District (Ag + Open Space) to protect the working and natural lands 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, and lands for recreation and education.

To date, Ag + Open Space has protected nearly 118,000 acres via the purchase of conservation easements and fee title. Fee title properties comprise approximately 4,200 acres of the overall total, with many slated to become future parks and preserves.

2. Project Description

Ag + Open Space is seeking proposals from experienced and qualified organizations (“Consultant”) to develop and implement agricultural and conservation education programs and outings – including but not limited to school field trips, thematic interpretive hikes, tours, and workshops – on Ag + Open Space-protected lands.

Public Outings Program

The purpose of the Agricultural and Conservation *Public Outings* Program is to:

- Increase public awareness of the Ag + Open Space mission and accomplishments, and increase community understanding of the positive impacts of land conservation.
- Encourage Sonoma County community members and visitors of all ages and cultural backgrounds to develop an appreciation for the conservation of agricultural lands and natural areas, and to engage them in the stewardship of protected land in their community.
- Demonstrate the multiple benefits of Sonoma County working lands and natural areas.

- Demonstrate the positive relationship between scenic open space, ecosystem resiliency, and community health.
- Provide resources and workshops that engage local farms and ranches in showcasing how land conservation and partnership with agriculture easement owners protects Sonoma County's agricultural heritage and supports our local economy and environment.

Youth Education Program

The purposes of the *Youth Education* Program is to:

- Connect students in grades K-12 to the working and natural lands of Sonoma County to explore the important relationship between healthy agricultural systems, a healthy environment, and healthy communities.
- Develop a strong sense of place by increasing youth awareness and appreciation for local agriculture, local farmers and food systems, and land conservation as a tool to permanently protect historic working farms and ranches.
- Provide an enjoyable, safe, and positive experience for youth to experience the beauty of our county's open space lands, and to appreciate the value and assist in the stewardship of protected lands in their community.
- To inspire the next generation of conservation leaders by promoting youth leadership in the local food and land conservation movements, and introducing career pathways in agriculture and conservation.
- Consultants are encouraged to provide a series of educational opportunities that may include classroom visits, field trips, field research, scientific drawing, reflection activities to leave with teachers, etc.

Multiple consultants may be selected to provide these services. Prospective consultants are encouraged to include in their proposals an overview of their capacity for holding public outings, youth field trips, and other types of programming for the public on Ag + Open Space protected lands. The number of outings, or deliverables, will be defined in the contract phase and proposals should reflect what consultants perceive as the best balance of excellent public programming and a fiscally-responsible budget. These services are anticipated to be performed from approximately April 1, 2020 to June 30, 2023.

Protected Lands for Public Outings and Youth Education

All Public Outings and Youth Education programs will create opportunities for community members to access lands owned, managed, and/or protected by Ag + Open Space. As a publicly-funded government agency, Ag + Open Space resources cannot be used for programs on lands that are not directly protected or owned by Ag + Open Space. Ag + Open Space reserves the right to approve which properties are utilized for the Public Outings & Youth Education programs.

Consultants are encouraged to utilize the list in Attachment 8, but may also suggest properties listed in the broader [Protected Lands](#) map. Consultants will be required to obtain Ag + Open Space approval before hosting events on any protected lands, in addition to obtaining landowner approval

for all protected private properties. Ag + Open Space is also a willing partner in identifying new outings or field trip locations. Consultants should include in their proposal the lands on which they intend to hold programs.

Connecting Local Communities

A main objective of the program is ensuring that Ag + Open Space and its partners reach a diverse demographic that is reflective of Sonoma County's unique communities. Consultants will be expected to design communications strategies and program content that effectively reach and engage diverse communities in the Public Outings and Youth Education programs.

Attachment 9 includes a template for the baseline data consultants are required to capture about program participants. Consultants should include in their proposals which communities they plan to serve with their programs, and what data points they will track (in addition to the baseline in Attachment 9) to ensure the programs reach target communities. Metrics, data collection, and reporting will be further defined in the contracting process.

Key Messaging and Communications

Consultants must incorporate Ag + Open space "key messages" throughout their program(s). The "key messages" can be found in Attachment 7.

In Attachment 7, The "Key Messages about Ag + Open Space" must be incorporated into each outing or youth education opportunity. "Key Messages about Land Conservation" should be utilized liberally throughout curriculum and/or talking points. These messages can be utilized where most appropriate given the location of the outings/opportunity. For example, when leading a public outing on protected land with watersheds, consultants could utilize the information about Cooley Ranch summarized in Attachment 7 (pg. 3).

Consultants should include in their proposals how they will integrate both their own unique key messages and Ag + Open Space's "key messages" to best inform Sonoma County community members about the importance and benefits of land conservation. Ag + Open Space reserves the right to update and/or revise the "key messages" throughout the contract period.

Consultants will circulate all outings and opportunities descriptions, press releases and logo usage through Ag + Open Space for review. All outings and opportunities communications must include mention of the partnership between Ag + Open Space and the consultant. Ag + Open Space is committed to being an active partner in any and all communications about the Public Outings and Youth Education program, and will work with consultants to ensure alignment in branding, outreach, reporting and all other public and intra-agency communications for these programs.

Ag + Open Space Participation and Monitoring

Ag + Open Space staff will be available to participate in and monitor outings and opportunities hosted by consultants. During outings/opportunities, Ag + Open Space staff will serve as a resource to share key messaging about Ag + Open Space, and to provide additional information about protected lands. Ag + Open Space staff will also participate in outings and opportunities to monitor how "key messages" from Attachment 7 are communicated with participants, and will work with consultants to ensure consistency. While Ag + Open Space staff may participate and support during outings and opportunities as often as both parties see fit, there will be no more than one monitoring

visit per type of program, per year (July-June). Ag + Open Space will notify consultants prior to monitoring an outing.

Budget

Consultants should include in their proposal a proposed budget for their Public Outings and/or Youth Education programs. Consultants should also include in their proposed budget a breakdown of the relative percentage of the budget that would go to: administrative staff time (not to exceed 25% of the budget), property-specific staff time, mileage and transportation, materials and supplies, communications, incidentals, and subcontractors. More information about reimbursable expenses to include in the proposed budget can be found in Attachment 10.

For the FY17-20 Public Outings and Youth Education program contracts, the annual budget was approximately \$380,000. For FY2020-FY2023 contracts, Ag and Open Space will define award amounts and total program budget based on selected proposals.

B. Statement of Requirements - Services Required of Successful Proposer

At the direction of Ag + Open Space’s Community Relations Assistant (or designee), the successful Consultant/s will develop and implement an agricultural and conservation education program tailored to a diverse cross-section of Sonoma County youth, adults and families. This will be accomplished through our Youth Education program via school field trips and classrooms visits, and/or through our Public Outings program via interpretive hikes, workshops, and/or tours. Consultants may submit a proposal for the Youth Education program, for the Outings program, or for both programs.

The selected Consultant(s) must demonstrate the ability to address and provide all equipment, tools, transportation, and software necessary to complete **all Basic Tasks** (Tasks 1-3) listed below.

1. Scope of Work

Basic Tasks

Basic Task 1	Planning
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The Consultant(s) will follow these guidelines in planning Public Outings and/or Youth Education programs:

1. Track staff time for the planning of Ag + Open Space-sponsored Public Outings and Youth Education programming and invoice accordingly.
2. Identify, evaluate, and prioritize opportunities for agricultural and conservation education school field trips and/or community hikes, workshops, and public tours for Ag + Open Space, which take place on land protected through Ag + Open Space-held conservation easements as well as Ag + Open Space fee lands.
3. Utilize a unique and inclusive public access model or experiential learning model that results in an enjoyable, positive, and educational experience for a diverse cross-section of the community to appreciate the value and beauty of Sonoma County working and natural lands, and assist in the stewardship of the protected land in their community.

4. Whenever possible and reasonable, design accessible outings. Consultants should include in the proposal their approach to providing accessible outings.
5. **Youth Education Only:** Align with the relevant Next Generation Science Standards whenever possible to provide students with experiences that enhance what’s being taught in their classrooms.
6. Integrate Ag + Open Space “key messages” (see Attachment 7) into their program content and core curricula. These key messages will be incorporated into programming for any and all programs administered through the Public Outings and/or Youth Education programs to assist in increasing public awareness of Ag + Open Space’s mission and accomplishments. Ag + Open Space reserves the right to update and/or revise these outlines throughout the contract period.
 - a. Consultants will be expected to provide Ag + Open Space with samples of all educational curricula, talking points, scripts, etc.
7. Provide a quarterly program calendar to the Ag + Open Space Community Relations Assistant by the deadlines below:
 - March 31:** April – May programming
 - May 1:** June – August programming
 - August 1:** September – November programming
 - November 1:** December – February programming
8. Attend bi-annual meetings with Ag + Open Space and all other Outings + Education consultants to share outcomes, facilitate cross-program collaboration, and align communications and promotional efforts. Ag + Open Space encourages consultants to collaborate throughout the duration of the contracts and will facilitate collaboration when reasonable and applicable. All meetings and work associated with cross-collaboration on Ag + Open Space sponsored programs should be included in proposed budgets.

Basic Task 2	Field Implementation
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The Consultant(s) will follow these guidelines in planning Public Outings and Youth Education programs:

9. Track staff time for the implementation of Ag + Open Space-sponsored Public Outings and Youth Education programming and invoice accordingly.
10. For all field outings, at least one present staff person must be CPR/First Aid certified.
11. Ensure all participants sign applicable waivers or parent/guardian permission slips prior to the beginning of programming. All waivers or permission slips should include the following language:

I agree to hold harmless the employees and agents of [Agency], Sonoma County Ag + Open Space Ag + Open Space, and the private property owner or land managing authority against all claims, damages, losses and expenses arising out of my participation in the program. I also understand that photos may be taken of my child and give permission for their use in

publications ([Consultant]’s and the Sonoma Ag + Open Space District’s newsletters, websites, marketing collateral, etc).

12. Keep current waiver or permission slip templates on file with Ag + Open Space.

Basic Task 3	Evaluation and administration
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The Consultant(s) will follow these guidelines in evaluating and administering Public Outings and Youth Education programs:

1. Track staff time for the evaluation and administration of Ag + Open Space-sponsored Public Outings and Youth Education programming and invoice accordingly.
 - a. Reimbursable expenses are outlined in Attachment 10.
 - b. Receipts for all non-personnel purchases must be retained and included with monthly invoice documentation. Ag + Open Space will provide detailed invoicing instructions during an orientation for consultants after contracts are awarded.
2. Maintain records of all documents related to the Public Outings and Youth Education programs in digital file storage maintained by Ag + Open Space. Ag + Open Space will provide detailed instructions on how to maintain files during a training for consultants after contracts are awarded.
3. Maintain robust records of participant data and reimbursable expenses, and submit data and all invoice documents monthly.
 - a. All data and invoices are to be tracked in a standard invoice and data tracking document that will be shared once contracts are enacted. See Attachment 9 for an example of this document.
 - b. A narrative of monthly activities will be required in addition to the invoice and data tracking document.
 - c. Monthly invoice packets are due by the final day of the following month (i.e. May data is due by June 30th, etc.).
 - d. Ag + Open Space will provide detailed instructions on how to record and submit invoice packets during a training for consultants after contracts are awarded.
4. **Youth Education Only:** Develop teacher evaluations to measure the success of the program and demonstrate progress made towards Ag + Open Space’s desired outcomes. Survey templates should be shared with Ag + Open Space, and consultants should notify Ag + Open Space of any survey template updates.
 - a. Consultants will share evaluation summaries annually, at the end of each fiscal year, with Ag + Open Space and attend an annual meeting with the Community Relations Assistant (and any other relevant Ag + Open Space staff) to review outcomes and discuss program planning for next fiscal year. Annual reports should be 2-4 pages in length, and further details will be shared with consultants at an appropriate time.
5. **Outings Only:** Develop participant evaluations to measure the success of the program and demonstrate progress made towards Ag + Open Space’s desired outcomes. A sample of the evaluation template developed by each consultant will be shared with Ag + Open Space, and consultants should notify Ag + Open Space of any evaluation template revisions.

- a. Consultants will share evaluation summaries annually, at the end of each fiscal year, with Ag + Open Space and attend an annual meeting with the Community Relations Assistant (and any other relevant Ag + Open Space staff) to review outcomes and discuss program planning for next fiscal year. Annual reports should be 2-4 pages in length, and further details will be shared with consultants at an appropriate time.
- 6. Utilize the Ag + Open Space branding guidelines for the inclusion of Ag + Open Space logo and messaging on all forms and webpages, including: website event postings and sign-ups, day-of sign-in sheets, letters, evaluations, liability and photo releases. Copies of all soft-file forms should be kept up-to-date and on-record with Ag + Open Space. Branding guidelines will be shared after contracts are awarded.
- 7. Circulate all outings and opportunities program descriptions, press releases and logo usage through Ag + Open Space for review. All outings and opportunities communications must include mention of the partnership between Ag + Open Space and the consultant.
 - a. Example: “On December 5th, join Ag + Open Space and [Consultant] for an early morning walk along the Laguna de Santa Rosa.”

C. Local Preference

It is the policy of Ag + Open Space to promote employment and business opportunities for local community members and firms 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 Sonoma County from which the vendor or 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 Sonoma County.

For quantitative evaluations of proposals, the locality of the service provider (eg, their primary office or place of incorporation) 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, Departments shall consider the locality of Consultants or businesses and their sub-contractors 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-contractors, Ag + Open Space strongly encourages using local service providers.

More information about the County’s [Local Preference Policy for Services](http://sonomacounty.ca.gov/General-Services/Purchasing/Doing-Business-with-the-County/Local-Preference-Policy-for-Services/) can be found on <http://sonomacounty.ca.gov/General-Services/Purchasing/Doing-Business-with-the-County/Local-Preference-Policy-for-Services/>

D. Schedule

The following schedule is subject to change. Except as provided below, changes will only be made by written amendment to this Request for Proposals. Ag + Open Space shall issue the amendment to all parties.

Date	Event
December 23, 2019	Release Request for Proposals

January 6, 2020	Deadline for Proposer’s Questions by 5:00 p.m.
January 10, 2020	Ag + Open Space’s Responses to Questions Due
January 23, 2020	Proposals Due by 5:00 p.m.
January 27-31, 2020	Proposals Evaluated by Ag + Open Space
February 7, 2020	Notice of Intent to Award <i>(subject to delay without notice to proposers)</i>
March 10, 2020	Board of Directors Awards Contract <i>(subject to delay without notice to proposers)</i>

E. Pre-Bid Conference

(Section omitted)

F. Questions

Proposers will be required to submit all questions in writing **before 5:00 p.m. on January 6, 2020** in order for staff to prepare written responses to all Consultants. Written answers will be shared with all potential bidders through an addendum on the County’s Supplier Portal, on Ag + Open Space’s website and email notification. Questions should be sent via email directly to Lauren Alpert at lauren.alpert@sonoma-county.org. Questions will not be accepted by phone.

G. 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 Ag + Open Space, 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.

H. Proposal Submittal

1. Form

Proposers must submit one (1) electronic copy to the County of Sonoma’s Supplier Portal. The link to the [Supplier Portal](#) follows:

<https://esupplier.sonomacounty.ca.gov/psp/FNPRD/SUPPLIER/ERP/h/?tab=DEFAULT>

Note: Proposers must be registered to submit electronic submittals. See registration instructions

on link above.

Additionally, proposers must submit hard copy submittals: (1) signed original, and four (4) copies of the signed proposals. Proposals must be enclosed in a sealed envelope or package and clearly marked:

“Outings & Youth Education”

Address hard copy submittals to:

Lauren Alpert, *Community Relations Assistant – Conservation Planning*
Sonoma County Agricultural Preservation and Open Space District
747 Mendocino Avenue
Santa Rosa, CA 95401

2. Due Date

Proposals must be **received no later than 5:00 p.m. on January 23, 2020**. 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.

3. 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 or telephonic proposals will be considered.
- c. The submission of a proposal shall be an indication that the proposer 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.

4. 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:

Section 1. Organizational Information

Provide specific information concerning the firm 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 firms 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 the entire project even when the areas of responsibility under the terms of the joint venture or association are limited.

Section 2. Qualifications and Experience

Provide specific information in this section concerning the Consultant's experience in the services described in this RFP, preferably within the State of California. Examples of completed projects, as current as possible, should be submitted, as appropriate.

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.

For staff assigned to the anticipated contract work, provide detailed information regarding their qualifications and relevant experience.

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

Page limit for Section 2 - Qualifications and Experience: 2 pages.

Section 3. Project Approach

Consultant must describe how they propose to address and deliver all services and expectations described in Sections A-C. Consultant may provide any additional information that they think is relevant to this proposal, or adds value to the proposed program.

Page limit for Section 3 - Project Approach: 5 pages.

Section 4. Proposal Scope Form (Attachment 2: Proposal Scope Form)

Consultants should check all boxes corresponding to categories of work they are offering to perform for Ag + Open Space.

Section 5. Cost of Service

Consultants should include in their proposal a proposed budget for their Public Outings and/or Youth Education programs. Consultants should also include in their proposed budget a breakdown of the relative percentage of the budget that would go to: administrative staff time (not to exceed 25% of the budget), property-specific staff time, mileage and transportation, materials and supplies, communications, general administration, and subcontractors. More information about reimbursable expenses to include in the proposed budget can be found in Attachment 10.

In addition to submitting a budget for all proposed services, consultants must submit a rate sheet with the hourly rates for all workers that will be working under the As-Needed Agreement. Rates shall apply for three years. Consultants must describe any markup that will be built into any quote that may be requested by Ag + Open Space.

Page limit for Section 4 - Cost of Service: 2 pages.

Section 6. Identification of Subconsultants

List all subconsultants that will be used for the proposed scope(s) of work. For each subconsultant listed, Consultant 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 subconsultant and assigned staff to carry out the work; and (4) the subconsultant's costs of service as outlined in Section 4 below.

Page limit for Section 5 - Identification of Subcontractors: 1 page.

Section 7. Insurance

The selected proposer will be required to submit and comply with all insurance as described in Attachment 2 Sample Service Agreement for Open Scope Services, Exhibit E Insurance Requirements. Securing this insurance is a condition of award for this contract.

Section 8. Declaration of Local Business for Services and Living Wage Forms

Please complete Attachment 3 Declaration of Local Business for Services, Attachment 4 Living Wage Evaluation Preference Form and Attachment 5 Living Wage Responsible Proposer Form.

Section 9. Additional Information

Include any other information you believe to be pertinent but not required.

Page limit for Section 9 - Identification of Subcontractors: 5 pages; document limit: 3.

Section 10. Contract Terms

Proposers must include a statement acknowledging their willingness to accept the sample contract terms (Attachment 1, Proposal Cover Sheet) or identify specific exceptions to the sample agreement.

I. Selection Process

1. All proposals received by the specified deadline will be reviewed by Ag + Open Space for content, including but not limited to quality and responsiveness of the proposal, rates and budget, 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 that 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, including responsiveness to the directions in this RFP;
 - b. Demonstrated ability to perform the services described;
 - c. Experience, qualifications and expertise;
 - d. Quality of work as verified by references;
 - e. Rates and budget;

- 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 staff, reserves the right, at his 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, in its sole discretion, retain the proposal and make certain corrections. In determining if a correction will be made, Ag + Open Space will consider the conformance of the proposal to the format and content required by the RFP, and any unusual complexity of the format and content required by the RFP. If the proposer's intent is clearly established based on review of the complete proposal submittal, Ag + Open Space may, at its sole option, correct an error based on that established content. Ag + Open Space may also correct obvious clerical errors. Ag + Open Space may also request clarification from a proposer 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 and to award to only one or multiple qualified submittals. The lowest proposed cost is not the sole criterion for recommending contract award. Ag + Open Space also makes no guarantee of any or equal amounts of work.
 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.
 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.

J. Finalist Interviews

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

K. 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 proposer.
- 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 proposer 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 proposer or proposers that, in Ag + Open Space's judgment, best serves the needs of Ag + Open Space.
- d. All proposers submit their proposals to the Audit Committee with the understanding that the recommended selection of the committee is final and subject only to review and final approval by Ag + Open Space General Manager (via delegation), the County Purchasing Agent 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 proposer desires to claim portions of its proposal exempt from disclosure, it is incumbent upon the proposer 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 proposer's request for exemptions from disclosure; however, Ag + Open Space will make its decision based upon applicable laws. An assertion by a proposer 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. Prices, makes and models or catalog numbers of the items

offered, deliverables, and terms of payment shall be publicly available regardless of any designation to the contrary.

- 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. Proposers are cautioned that materials designated as confidential may nevertheless be subject to disclosure. Proposers are advised that Ag + Open Space does not wish to receive confidential or proprietary information and those proposers 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 proposer] shall indemnify, defend and hold harmless the County of Sonoma and 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 proposer] 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 proposer or selected consultant(s). 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

Proposers 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 proposer shall not influence or attempt to influence any member of the selection committee, any member of the Board of Supervisors, or any employee of the County of Sonoma or Sonoma County Agricultural Preservation and Open Space District, with regard to the acceptance of a proposal. Any party attempting to influence the RFP process through ex-parte contact may be subject to rejection of their proposal.

5. Form of Agreement

- a. No agreement with Ag + Open Space shall have any effect until a contract has been signed by both parties. Pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to waive or modify agreement requirements.

- b. A sample of the agreement is included as Attachment 3. Proposers must be willing to provide the required insurance and accept the terms of this sample agreement. With few exceptions, the terms of Ag + Open Space's standard agreement will not be negotiated. Indemnification language will not be negotiated.
- c. Proposals submitted shall include a statement that (i) the proposer has reviewed the sample agreement and will agree to the terms contained therein if selected, or (ii) all terms and conditions are acceptable to the proposer except as noted specifically in the proposal. A proposer taking exception to Ag + Open Space's sample agreement must also provide alternative language for those provisions considered objectionable to the proposer. Please note that any exceptions or changes requested to the Agreement may constitute grounds to reject the proposal.
- d. Failure to address exceptions to the sample agreement in your proposal will be construed as acceptance of all terms and conditions contained therein.
- e. Submission of additional contract exceptions after the proposal submission deadline may result in rejection of the Consultant's proposal.

6. 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. Unless otherwise authorized by Ag + Open Space, the selected audit firm will be required to execute an agreement with Ag + Open Space for the services requested within sixty (60) days of Ag + Open Space's notice of intent to award. If agreement on terms and conditions acceptable to Ag + Open Space cannot be achieved within that timeframe, or if, after reasonable attempts to negotiate such terms and conditions, it appears that an agreement will not be possible, as determined at the sole discretion of Ag + Open Space, Ag + Open Space reserves the right to retract any notice of intent to award and proceed with awards to other Consultants, or not award at all.

7. Withdrawal and Submission of Modified Proposal

- a. A proposer may withdraw a proposal at any time prior to the submission deadline by submitting a written notification of withdrawal signed by the proposer 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.

L. Protest Process

Any and all protests must be in writing and must comply with the timelines and procedures set forth at: [Protests and Appeals for Goods and Professional Services Procurements](#).

M. Living Wage

The consultant/franchisee/economic development assistance recipient 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/franchise agreement. Without limiting the generality of the foregoing, the consultant/franchisee/economic development assistance recipient expressly acknowledges and agrees that this contract/franchise/economic development

assistance agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the contract/franchise/economic development assistance agreement will be considered a material breach and may result in termination of the contract/franchise/economic development assistance agreement or pursuit of other legal or administrative remedies.

The link to the [Living Wage Ordinance](http://sonomaCounty.ca.gov/CAO/Living-Wage-Ordinance/) is: <http://sonomaCounty.ca.gov/CAO/Living-Wage-Ordinance/>

N. Attachments

Attachment 1: Proposal Cover Sheet

Attachment 2: Sample Agreement for Professional Services Contract

Exhibit A: Scope of Work to be Developed

Exhibit B: Budget and Rate Sheet to be Developed

Exhibit C: Sample invoice and data tracking sheet

Exhibit D: Reimbursable Expenses

Exhibit E: Insurance Requirements

Attachment 3: Declaration of Local Business for Services

Attachment 4: Living Wage Solicitation Form

Attachment 5: Ag + Open Space Key Messages

Attachment 6: Ag + Open Space Public Outings and Youth Education Protected Lands

Proposal Cover Sheet



Acceptance of Ag + Open Space Contract Form

A sample agreement is contained as Attachment 2 to the Ag + Open Space’s Request for Proposals. Although the attached draft is subject to revision before execution by the parties, 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 County 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

AGREEMENT FOR SERVICES

This agreement ("Agreement"), effective upon the date of execution ("Effective Date") is by and between the Agricultural Preservation and Open Space District, a California special district, (hereinafter "District"), and _____(hereinafter "Consultant").

RECITALS

WHEREAS, Consultant represents that it is a duly qualified consultant, experienced in school field trips, interpretive hikes, tours, workshops, and other public outings, and related services; and

WHEREAS, in the judgment of the General Manager of the District, it is necessary and desirable to employ the services of Consultant for assistance with agricultural and conservation education programs and outings – including but not limited to school field trips, thematic interpretive hikes, tours, and workshops - on various District properties.

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

AGREEMENT

1. Scope of Services.

1.1 Consultant's Specified Services. Consultant shall perform the services described in Exhibit A attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibit A and pursuant to Section 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control. A requirement of all Scopes of Work is to include first-aid supplies and equipment at every outing or educational programming event.

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
Name: Lauren Alpert	Name:
Address: 747 Mendocino Avenue – Suite 100 Santa Rosa, CA 95401	Address:
Phone: 707-565-7345	Phone:
FAX: 707-565-7359	FAX:
Email: Lauren.Alpert@sonoma-county.org	Email:

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 Consultants' representation of its professional ability and training as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by 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 to District; (c) terminate this Agreement pursuant to the provisions of Section 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

- a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time District, in its sole discretion and with or without cause, 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.
- 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:

Consultant shall be paid on a time and material/expense basis in accordance with the budget and rate sheet set forth in Exhibit B, attached hereto and incorporated herein by reference, provided, however, that total payments to Consultant for the term of the contract shall not exceed _____ Dollars (\$_____) without the prior written approval of District. Total payments to Consultant for the first year of the contract (date of execution – June 30, 2021) shall not exceed _____ Dollars (\$_____). Total payments to Consultant for the second year of the contract (through June 30, 2022) shall not

exceed _____ Dollars (\$ _____). Total payments to Consultant for the third and final year of the contract (through June 30, 2023) shall not exceed _____ Dollars (\$ _____). Three months prior to the commencement of each fiscal year covered by this Agreement, Consultant shall submit to District for District's approval a proposed budget for the upcoming fiscal year. Changes to planned outings and/or educational programming may be executed by contacting the District and receiving written approval.

Consultant shall submit its invoices in arrears on a monthly basis in a form supplied by the District included in this Agreement as Exhibit C. A detailed progress report that adheres to the guidelines provided by the Community Relations Assistant will be submitted with each invoice. Expenses not expressly authorized by the Agreement shall not be reimbursed. A comprehensive list of approved expenses is included in this Agreement as Exhibit D. The invoices shall show or include, at a minimum, the following information:

- Name of Project: Public Outings & Youth Education Program
- District Contract Number:
- Copies of all subconsultant/subcontractor invoices, if any
- A narrative description of the task(s) performed tied directly to the costs, including the property name and project identification
- Data gathered through program sign-in forms, including number of people served (youth and adults), number of project hours, and additional demographic information
- The date and time (in quarter hours) of the services performed
- The hourly rate or rates of the persons performing the task
- Copies of receipts for reimbursable materials/expenses, if any, and
- Any other information requested by the District

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 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 as any of the foregoing, 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 as any of the foregoing, 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 contained therein. By signing Form 587 or Form 590, the Consultant agrees to promptly notify the District in writing of any changes in the facts contained therein. Forms shall be sent

to the District pursuant to Section 12. To reduce the amount withheld, Consultant shall provide District with a determination letter from the State of California expressly allowing reduced withholding.

3. Term of Agreement. The term of this Agreement shall be from the date of execution to June 30, 2023 unless terminated earlier in accordance with the provisions of Section 4.

4. Termination.

4.1 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 five (5) days written notice to Consultant.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, District may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

4.3 Delivery of Work Product and Final Payment Upon Termination.

In the event of termination, Consultant, within fourteen (14) days following the date of termination, shall deliver to District all materials and work product subject to Section 9.10 (Ownership and Disclosure of Work Product) and shall submit to District an invoice with the information required by Section 2.

4.4 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 expenses incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if 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 4.2, 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.

4.5 Authority to Terminate. The District's Board of Directors has the authority to terminate this Agreement on behalf of the District. In addition, the District's General Manager, in consultation with District Counsel, shall have the authority to terminate this Agreement on behalf of the District.

5. Indemnification. Consultant agrees to accept all responsibility for loss or damage to any person or entity, including District, and to defend, 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',
Contract # | Consultant | Public Outings & Youth Education Program

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 5 apply whether or not there is concurrent 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.

6. Insurance. With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit E, which is attached hereto and incorporated herein by this reference.

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

8. Modifications to Agreement. Extra or changed work or other modifications to this Agreement shall not be effective unless and until such change is evidenced by a writing 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 District's General Manager in a form approved by District Counsel. The District's Board of Directors must authorize all other modifications to this Agreement. 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.

9. Representations of Consultant.

9.1 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.

9.2 Status of Consultant. The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of 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 4, above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

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

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

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

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

9.7 Nondiscrimination. Without limiting any other provision hereunder, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the District's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

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

9.9 Assignment of Rights. Consultant assigns to 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.

9.10 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of 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.

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

9.12 Subcontracts. Consultant shall require all subcontractors to enter into an agreement which shall provide to District all the same rights and protections as set forth in this Agreement at Section 9 (Representations of Consultant), Section 6 (Insurance), and Section 5 (Indemnity), so as to require all such subcontractors to indemnify and defend District to the full extent of Consultant's indemnity and defense obligations.

10. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Section 10 limits District's right to terminate this Agreement pursuant to Section 4.

11. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

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

TO DISTRICT:	Sonoma County Agricultural Preservation and Open Space District 747 Mendocino Avenue Santa Rosa, CA 95401 Phone: 707-565-7366 Fax: 707-565-7359
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Invoices may be electronically submitted to: aposd.ap@sonoma-county.org

TO CONSULTANT:

Phone:

When a notice, invoice, or payment is given by a generally recognized overnight courier service, the notice, invoice or payment shall be deemed received on the next business day. When a copy of a notice, invoice, or payment is sent by facsimile or email, the notice, invoice, or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, invoice, 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, invoices and payments shall be effective upon receipt by the recipient. Changes may be made in the names

and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. Miscellaneous Provisions.

13.1 No Waiver of Breach. District's choice not to exercise, or delay in exercising, any right, power or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof. Waiver by District of a breach of any provision of this Agreement must be in writing and shall not operate or be construed as a waiver of any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2 Construction and Severability. 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.

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

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

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

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

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

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

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

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

CONSULTANT:

SONOMA COUNTY AGRICULTURAL
PRESERVATION AND OPEN SPACE DISTRICT

By: _____
Name,
Title

By: _____
William J. Keene,
General Manager

Date: _____

Date: _____

APPROVED AS TO SUBSTANCE FOR DISTRICT:

By: _____
Karen Gaffney,
Conservation Planning Manager

Date: _____

APPROVED AS TO FORM BY:

By: _____
Aldo Mercado, County Counsel

CERTIFICATES OF INSURANCE ON

FILE WITH THE DISTRICT:

By: _____
Sara Ortiz, Administrative Aide

Date: _____



**AG +
OPEN
SPACE**
SONOMA COUNTY

**Exhibit A
Scope of Work
To Be Developed**



**AG +
OPEN
SPACE**
SONOMA COUNTY

**Exhibit B
Rate Sheet/Budget
To Be Developed**

All invoices must have a unique invoice number. If your organization has more than one program, each program must submit an invoice with a unique invoice number

Send Payment to:

PROGRAM NAME

Address:

City, State ZIP:

Sonoma County Agricultural Preservation and Open Space District

Address: 747 Mendocino Avenue, Suite 100

City, State ZIP: Santa Rosa, CA 65401-4850

Contract Name: **Agriculture and Conservation Education Program**

Contract Number:

Unique Invoice Number:

Start Date

End Date

Dates of service:

		Task 1	Task 2	Task 3	
	Rate	Planning	Field Implementation	Evaluation and Administration	Current Invoice Totals
PROPERTIES (DROPDOWN)					
Staff Title, Staff Name					-
Staff Title, Staff Name					-
Staff Title, Staff Name					-
Staff Title, Staff Name					-
Staff Title, Staff Name					-
Staff Title, Staff Name					-
Staff Title, Staff Name					-
Staff Title, Staff Name					-
Staff Title, Staff Name					-
Staff Title, Staff Name					-
Staff Title, Staff Name					-
Materials & Supplies	Cost				
					-
					-
					-
Mileage & Transportation	Miles				
					-
					-

Sample Invoice and Data Tracking

		Task 1	Task 2	Task 3	
	Rate	Planning	Field Implementation	Evaluation and Administration	Current Invoice Totals
Staff Title, Staff Name	\$ -				-
Staff Title, Staff Name	\$ -				-
Staff Title, Staff Name	\$ -				-
Staff Title, Staff Name	\$ -				-
Staff Title, Staff Name	\$ -				-
Staff Title, Staff Name	\$ -				-
Materials & Supplies	Cost				
					-
					-
					-
Mileage & Transportation	Miles				
					-
					-
TOTAL					\$ -
PROPERTIES (DROPDOWN)					
Staff Title, Staff Name	\$ -				-
Staff Title, Staff Name	\$ -				-
Staff Title, Staff Name	\$ -				-
Staff Title, Staff Name	\$ -				-
Staff Title, Staff Name	\$ -				-
Staff Title, Staff Name	\$ -				-
Staff Title, Staff Name	\$ -				-
Staff Title, Staff Name	\$ -				-
Staff Title, Staff Name	\$ -				-
Staff Title, Staff Name	\$ -				-
Staff Title, Staff Name	\$ -				-
Staff Title, Staff Name	\$ -				-
Materials & Supplies	Cost				

Sample Invoice and Data Tracking

		Task 1	Task 2	Task 3	
	Rate	Planning	Field Implementation	Evaluation and Administration	
Mileage & Transportation	Miles				
					-
TOTAL					\$ -
PROPERTIES (DROPDOWN)					
Staff Title, Staff Name	\$ -				-
Staff Title, Staff Name	\$ -				-
Staff Title, Staff Name	\$ -				-
Staff Title, Staff Name	\$ -				-
Staff Title, Staff Name	\$ -				-
Staff Title, Staff Name	\$ -				-
Staff Title, Staff Name	\$ -				-
Staff Title, Staff Name	\$ -				-
Staff Title, Staff Name	\$ -				-
Staff Title, Staff Name	\$ -				-
Staff Title, Staff Name	\$ -				-
Materials & Supplies	Cost				
					-
					-
					-
Mileage & Transportation	Miles				
					-
					-
TOTAL					\$ -
Program-wide Non-Staff (Admin) Costs D2999999	Cost				

Sample Invoice and Data Tracking

		Task 1	Task 2	Task 3		
		Rate	Planning	Field Implementation	Evaluation and Administration	Current Invoice Totals
						-
						-
						-
						-
						-
						-
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						-
						-
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						-
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						-
						-
						-
						-
						-
						-
						-
						-
TOTAL						\$ -
Program-wide Admin Staff Costs D2999999						
Staff Title, Staff Name	\$ -					-
Staff Title, Staff Name	\$ -					-
Staff Title, Staff Name	\$ -					-
Staff Title, Staff Name	\$ -					-
Staff Title, Staff Name	\$ -					-
Staff Title, Staff Name	\$ -					-
Staff Title, Staff Name	\$ -					-
Staff Title, Staff Name	\$ -					-
Staff Title, Staff Name	\$ -					-
Staff Title, Staff Name	\$ -					-
Staff Title, Staff Name	\$ -					-
Staff Title, Staff Name	\$ -					-
Staff Title, Staff Name	\$ -					-
TOTAL						\$ -
	Total Hours		0	0	0	
INVOICE TOTAL						\$ -

**Exhibit C
Sample Invoice and Data Tracking**

AG + OPEN SPACE Public Outings + Youth Education Program Data

Enter Name of Contractor Updated:

Contract No.	Type of Outing	Date	Property	# of Hours	Total Participants	Registered	Waitlisted	Youth Patricipated	Adults participated	New Participants	Returning Participants	Primary language other than Engl	Bilingual (Span/Engl)	Monolingual (Span)
TOTAL					0	0	0	0	0	0	0		0	0

**Exhibit C
Sample Invoice and Data Tracking**

AG + OPEN SPACE Public Outings + Youth Education Program Data

Enter Name of Contractor Updated: [Yellow Box]

Contract No.	Type of Outing	Date	Property	# of Hours	Total Participants	Youth Patricipated	Adults participated	New Participants	Returning Participants	% Free/Reduced Lunch	Grade	Primary language other than Engl	Bilingual (Span/Engl)	Monolingual (Span)
TOTAL					0	0	0	0	0	0	0		0	0



Exhibit D

Ag + Open Space Public Outings + Youth Education Program

Reimbursable Expenses

2020-2023

The following list is subject to change pending awarded contracts and the scope of work defined therein.

- **Property Specific Staff time** – Any staff time associated with the planning, implementation, or evaluation of property-specific programs.
- **Administrative Staff time (not to exceed 25% of budget)** – Staff time associated with general planning, administration, or evaluation and reporting of Ag + Open Space-sponsored programs.
- **Mileage & Transportation** – Mileage to-and-from program locations, day-of event, or when planning programs and scouting locations. Bus charters and other short-term rentals required for transporting staff, members of the public, or youth to a location for the day-of the program. Mileage will be reimbursed per IRS standard rates.
- **Materials & Supplies** – Consumables such as paper, pens, snacks, food or other non-durable goods used for the series of events and outings during the contract period will be reimbursed in full based on submitted receipts. The use of tools, equipment, software, hardware and first aid kits may be billed to Ag + Open Space per an approved rental rate sheet submitted by consultant.
- **Communications & Outreach** – General communications collateral associated with promoting Ag + Open Space-sponsored programs. Can include paid advertising of Ag + Open Space-sponsored outings and opportunities.
- **Incidentals** – Honorariums and other miscellaneous fees to be approved in advance by Ag + Open Space as needed.
- **Subcontractors** – To be outlined in contracts.

If two consultants propose to co-host or collaborate on an outing or educational opportunity, they must articulate in their proposals to Ag + Open Space how this collaboration will result in enhanced service to the outings or program participants, and more cost-effective achievement of Ag + Open Space goals for this work. If co-hosting and collaboration are part of the contracted scope of work, each entity should independently request reimbursement for expenses incurred (i.e. if two consultants plan an Ag + Open Space-sponsored hike together, each entity should request reimbursement for any applicable time, materials, etc. in their respective invoice).

Ag + Open Space maintains the right to update this list of reimbursable expenses as needed. Ag + Open Space retains the discretion to approve or deny reimbursable expenses, and consultants are encouraged to contact Ag + Open Space for clarity as needed.

**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.

District 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, District requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by District. Consultant is responsible for any deductible or self-insured retention and shall fund it upon District's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the District.

Insurance Requirements

- 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. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.

3. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

4. Standards for Insurance Companies

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

5. Documentation

- a. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with District for the entire term of this Agreement and any additional periods if specified in Sections 1, 2 or 3 above.
- b. 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.
- c. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of

Insurance Requirements

the existing policy.

- d. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- e. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

6. Policy Obligations

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

7. Material Breach

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



COUNTY OF SONOMA

GENERAL SERVICES 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

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Living Wage Solicitation Form

- 1. 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

- 2. 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. This preference is not applicable if federal funding will be used to pay for these services.

The undersigned complies with the statement above.

Yes

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: _____



Attachment 5

Key Messaging Guidelines

Sonoma County Ag + Open Space
Public Outings & Youth Education Program

The Public Outings and Youth Education program serves Ag + Open Space’s mission by directly connecting taxpayers with their investments in land conservation. To continually strengthen the connection between the Ag + Open Space mission and this program, consultants with the Public Outings and Youth Education program are required to utilize the following “key messages” in developing curriculum and/or talking points for their Ag + Open Space-funded programs.

The “Key Messages about Ag + Open Space” below must be shared with participants in each outing and/or youth education opportunity. While the messaging does not need to be shared verbatim, the general facts and content should be incorporated in a clear and direct manner.

“Key Messages about Land Conservation” should be utilized liberally throughout curriculum and/or talking points. These messages can be utilized where most appropriate given the location of the outing/opportunity. For example, when leading a public outing on protected land where watersheds will be featured, consultants could utilize the information about Cooley Ranch summarized in Attachment 7 (pg. 3). Consultants should include in their proposals the unique and creative messages and methods they can integrate into their programs to best inform Sonoma County residents about the importance and benefits of land conservation, as well as the return on our land conservation investments.

Additional information about Ag + Open Space’s work can be found in the guiding documents below. Ag + Open Space will work with consultants throughout the contract duration to share up-to-date messaging as our work evolves, and will share any relevant resources in a timely manner so consultants can most accurately communicate with program participants.

Current draft of Vital Lands Initiative:

<https://www.sonomaopenspace.org/projects/vital-lands-initiative/>

Healthy Lands, Healthy Economies:

<https://www.sonomaopenspace.org/projects/healthy-lands-healthy-economies/>

Ag + Open Space Expenditure Plan:

https://www.sonomaopenspace.org/wp-content/uploads/Measure-F_Expenditure-Plan-2006_Exhibit-A.pdf



Attachment 5

Key Messages about Ag + Open Space

- Established by visionary voters in 1990, the Sonoma County Agricultural Preservation and Open Space District (or Ag + Open Space) permanently protects the diverse agricultural, natural resource, and scenic open space lands of Sonoma County for future generations.
- The Sonoma County community voted to tax themselves to protect our natural and working lands. As a result, the community receives multiple benefits, such as : clean and abundant water naturally filtered by our watershed lands, local food and fiber produced by multi-generational farming families, opportunities to get outside to exercise or explore nature, beautiful scenic landscapes that provide community character and sense of place, and resiliency to the effects of climate change and extreme events.
- Our primary conservation tool is a conservation easement – a legal document negotiated with a willing landowner that prohibits subdivision and restricts the uses on a property to preserve specific conservation values (i.e. agricultural, natural, scenic, or recreational attributes of the property that provide a public benefit).
- Ag + Open Space primarily protects land in the unincorporated areas of the county. We prioritize the protection of community separators, greenbelts, scenic landscapes, agriculturally productive lands, natural resource areas, riparian corridors, and more. However, through our Matching Grants Program we protect open space within or near urban areas to provide open space close to home..
- Occasionally we purchase lands outright with the intent to transfer those lands to a recreational entity or non-profit organization to open as a public park and open space preserve. In these cases, Ag + Open Space retains a conservation easement over the property to ensure that the taxpayer investment is protected.
- To date, Ag + Open Space has protected and is responsible for the ongoing stewardship of nearly 118,000 acres of working and natural open space lands in Sonoma County. And there is still more work to do!



Key Messages about Land Conservation

What is Open Space?

Open space is an area of land or water that is primarily undeveloped and preserves natural resources, agriculture, outdoor recreation, greenbelts, and/or community separators.

What is “Protected Land”?

When Ag + Open Space “protects” land, we protect it forever. After the initial purchase of land or development rights, we return to the property on a regular basis to ensure that the public’s investment is maintained. For more about this process, see “How We Work” (page 20) in the [Vital Lands Initiative](#).

The following examples demonstrate the many ways in which land conservation contributes to the quality of life in Sonoma County.

Cooley Ranch – a key example of what conservation easements can do

The 19,000-acre Cooley Ranch contains many of the conservation features that we want to preserve: old-growth redwoods, oak woodlands, agriculture, and many miles of creeks and streams that make up the headwaters of a key water supply system. Ag + Open Space negotiated a conservation easement with the landowner to ensure the permanent protection of Cooley Ranch. The number of home sites was reduced from a potential of 56 to just five, and many important benefits are protected forever by this conservation easement.

What Cooley Ranch Could Have Been

This property could have been developed for 56 housing sites, including septic systems and wells necessary to support these residences. It would also require a complex network of roads and utility infrastructure, and would result in substantially greater carbon emissions due to vehicles traveling to and from these remote home sites.

What Cooley Ranch is Today

Because the landowners wanted to protect the open space and agricultural qualities that Cooley Ranch provides, this property now provides nearly 17,000 contiguous acres for grazing, and up to 1,000 acres of vineyard, while protecting large swaths of oak woodlands, grasslands, and key wildlife migration corridors. It also protects over a quarter of the Lake Sonoma watershed, which is integral to the county’s water supply, and over 40 miles of sensitive riparian areas.

A Healthy Farm and Ranch Economy

Sonoma County is fortunate to have an abundance of diverse, locally grown food. Land conservation plays an essential role in maintaining viable and productive agriculture even as land prices rise and development pressure grows. Keeping farms and ranches close to consumers assures a dependable local food supply, as well as fostering educated and appreciative consumers. Conservation easements can give farmers the economic boost they need to maintain the county’s variety of food crops, which in turn strengthens the industry’s resilience to changes in weather and market demand.



Attachment 5

Clean Drinking Water for Communities

Sonoma County is fortunate to have a water supply that is naturally filtered by healthy watersheds and river systems and stored in part in groundwater basins that underlie farms and natural habitats. This natural filtration is a function of the lands in Sonoma County that remain in open space, allowing the landscape to soak up and filter rainwater in forests, grasslands, cultivated agricultural areas, and rangelands. While the Ag + Open Space mission is focused on retaining natural and working lands in Sonoma County for agricultural productivity and ecosystem function, there is a substantial additional benefit to the community from protecting these watersheds, habitats, agricultural lands, and river systems – a benefit that residents experience every day when we turn on the tap. Land conservation by Ag + Open Space and its partners helps make it possible for Sonoma Water and other water supply entities to provide fresh, clean, naturally filtered water to over 600,000 people in two northern California counties.

Protecting Fish

Sonoma County is home to three species of salmonids – steelhead trout, coho salmon and Chinook salmon. These amazing fish travel to the ocean from the streams where they were born, returning to the same stream to reproduce. The quality of the habitat in Sonoma County creeks and streams is critically important for their survival. Over the past 150 years, their numbers declined dramatically due to many changes including dam construction, development near streams, sedimentation from roads and farming practices, loss of riparian vegetation, and changes to water flows. The Russian River was once home to the largest steelhead trout population in the world, yet all three salmon species have experienced significant declines due to habitat loss and stream degradation.

In recent decades, intensive efforts have been made to reverse this trend. These include conserving land adjacent to waterways, restoring habitat, supporting water conservation, removing fish passage barriers, and captive breeding programs. And we're seeing success, with fish observed spawning in habitat once blocked by dams, captive-bred fish reproducing successfully in the wild, and coho salmon populations improving relative to their near-extinction in the early 2000s. Ag + Open Space has protected thousands of acres of land that will help these fish survive and thrive.

Carbon Sequestration & Avoiding Emissions through Land Conservation

Land conservation plays a significant role in addressing climate change, both by sequestering carbon in natural and working landscapes and by avoiding emissions associated with sprawl. Over 229 million metric tonnes (more than 250 million tons) of carbon dioxide (CO₂) equivalent are sequestered in the Sonoma County landscape – equal to 48 million passenger vehicles being driven for one year.

Given that land use change, predominantly from forest conversion, contributes substantially to global CO₂ emissions, conserving Sonoma County's native habitats is an important climate action. Reducing development potential in remote locations also results in avoiding emissions. New development brings additional vehicles traveling back and forth, often to remote locations in the county, yielding additional emissions. Numerous



Attachment 5

studies have demonstrated that regions where housing and commercial development are limited to towns and cities have lower greenhouse gas emissions when compared to areas with more dispersed development. The land protected by Ag + Open Space has substantially reduced future growth in vehicle miles travelled by purchasing development rights from willing sellers, reducing the amount of residential development that could otherwise occur far from jobs and services. Parks, trails, and nature preserves close to urban areas provide recreation opportunities easily reached by walking, bicycling, or a short drive.

Healthy Lands & Healthy People

Numerous studies have demonstrated that individuals and communities are healthier when they have access to parks and open space. In a recent study, the health benefits of community open space and parks in Sonoma County have been calculated at over \$57 million per year for the community. The total cost of physical inactivity is over \$274 million per year – a function of a variety of diseases and conditions associated with a sedentary lifestyle. For more information on the multiple benefits of land conservation, see [Healthy Lands & Healthy Economies](#).

Adapting to Climate Change & Extreme Events

Conservation of natural and working landscapes can make plant, wildlife, and human communities more resilient to climate change and extreme events such as fires, floods and droughts. Although natural disasters will always be part of the human experience, protecting strategic swaths of land and managing them appropriately can lower the impacts of these events on local communities.

Conservation easements can be used to minimize development in areas with extreme fire or flood potential; by setting these areas aside as open space the public can enjoy a variety of benefits, while enhancing public safety. We can use land conservation investments to surround communities with fire-resilient open space such as a mosaic of parks, agricultural lands and natural areas managed in a way to reduce the impacts of these events, while still providing benefits such as local food, and environmental, scenic, and recreational values.

Current projections indicate that we will experience increased fires, flooding, and drought in Sonoma County as a result of climate change. Protecting groundwater basins, streams, and watersheds sustains a source of clean water for fish, wildlife, and people, even during years of drought or changing weather patterns.

Sea levels are projected to rise from between 1.2 to 2.7 feet in California by 2100, destroying built infrastructure such as roads and residential and commercial development. Sonoma County is fortunate to have maintained open space and conservation lands along the coast and bayshore, as these areas can slowly and flexibly respond to rising seas. Unlike built infrastructure, salt marshes and estuarine habitats can adjust to sea level rise, and parks and coastal agriculture can be relocated inland and upslope to adjust to rising seas. For more information on the multiple benefits of land conservation, see [Healthy Lands & Healthy Economies](#).



Ag + Open Space Protected Lands for Public Outings & Youth Education Programs

Public Outings and/or Youth Education programs have been held on the properties listed below in the past, and this list represents the range of properties that could be considered for future events under the FY2020-23 contracts, in close coordination with Ag + Open Space staff.

Consultants are encouraged to utilize the list below in their proposals, but may also suggest properties listed in the broader [Protected Lands](#) map. Consultants will be required to obtain Ag + Open Space approval before hosting events on any protected lands, in addition to obtaining landowner approval for all protected private properties.

Bayer Farm and Garden Park	Rancho Mark West
Calabazas Creek Open Space Preserve	Riddell Preserve
Carrington Coast Ranch	Riverkeeper Stewardship Park
Cooley Ranch	Saddle Mountain Open Space Preserve
Crane Farm	Schollenberger Park
Dogbane Preserve	Sebastopol Skategarden
Duckworth Farm	Sonoma Garden Park
East Slope Sonoma Mountain Ridge Trail	Sugarloaf Ridge State Park
Eliot (Buckeye Knob)	– McCormick Addition
Fairfield Osborn Preserve	Van Hoosear Preserve
Fitch Mountain Park and Open Space Preserve	Willow Creek State Park
Gravelly Lake	Windsor Town Green
Haroutunian North (Tierra Vegetables)	Wright Hill Ranch
Healdsburg Ridge Open Space Preserve	
Jenner Headlands	
Keen	
Laguna de Santa Rosa	
Modini Mayacamas Preserve	
Montini Open Space Preserve	
Nicholas (Scribe Winery)	
Open Field Farm	
Paulin Creek Preserve	
Petaluma Marsh	
Pole Mountain	
Porterfield Creek Trails Open Space Preserve	
Prince Gateway Park	
Prince Memorial Greenway	