

SONOMA COUNTY OPEN SPACE FISCAL OVERSIGHT COMMISSION

COMMISSIONERS

Mike Sangiacomo (Sonoma)
Todd Mendoza (Petaluma)
Dee Swanhuysen (Sebastopol)

Bob Anderson (Healdsburg)
Eric Koenigshofer (Occidental)
Jeff Owen (Alternate)

Regular Meeting
747 Mendocino Avenue – Suite 100, Santa Rosa, CA 95401
July 21, 2016 5:00 pm

AGENDA

1. **Call to Order.**
2. **Agenda Items to be Held or Taken Out of Order; Off-Agenda Items.**
3. **General Announcements Not Requiring Deliberation or Decision.**
4. **Public Comment.**
The Brown Act requires that time be set aside for public comment on items not agendized.
5. **Correspondence/Communication.**
6. **Approval of Commission Minutes.** [Attachment 1]
7. **Financial Report.** [Attachment 2]
8. **Ad Hoc Committee Reports.**
 - Annual Report/Audit Report Review (Anderson, Swanhuysen)
 - Matching Grant Program (Owen, Swanhuysen)
 - Finances (Owen, Sangiacomo)
 - Review of County Services (Mendoza, Koenigshofer)
 - Management Review Recommendations (Anderson, Koenigshofer)
 - Stewardship (Mendoza, Sangiacomo)
9. **SMART Matching Grant Agreement.** [Attachment 3]
10. **Pole Mountain Initial Public Access, Operation and Maintenance** [Attachment 4]
11. **Cooley Ranch Public Outings Update** [Attachment 5]
12. **Suggested Next Meeting.** August 11, 2016
13. **Adjournment.**

In compliance with Government Code §54954.2(a), the Sonoma County Open Space Fiscal Oversight Commission will, on request, make this agenda available in appropriate alternative formats to persons with a disability, as required by Section 202 of the ADA of 1990 (42 U.S.C. §12132), and the Federal rules and regulations adopted in implementation thereof. Individuals who need this agenda in another format or need a disability-related modification or accommodation should contact Sue Jackson at 707.565.7346 at least 72 hours prior to the meeting to ensure arrangements for accommodation. Pursuant to Government Code § 54957.5, a copy of all documents related to an item on this agenda submitted to the Fiscal Oversight Commission may be obtained from the Fiscal Oversight Commission office, 747 Mendocino Avenue, Santa Rosa, CA 95401.

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UNAPPROVED

Minutes for the Meeting of June 2, 2016

Commissioners Present: Bob Anderson, Chair; Todd Mendoza, Vice-Chair; Dee Swanhuysen, Chair Pro Tem (4:16 pm arrival); Eric Koenigshofer (5:05 pm arrival); Jeff Owen, Alternate.

Staff Present: Bill Keene, General Manager; Lisa Pheatt, Counsel; Mary Dodge, Administrative and Fiscal Services Manager; Christine Minkel, Administrative Aide to the Commission (4:45 pm arrival); Sue Jackson, Deputy Clerk/Recorder.

1. **Call to Order.**

Commissioner Anderson called the meeting to order at 4:16 pm.

2. **Agenda Items to be Held or Taken Out of Order; Off Agenda Items.**

There were none.

3. **General Announcements Not Requiring Deliberation or Decision.**

Mr. Keene made the following announcements:

- On May 10, 2016, the District presented a Conservation Easement Workshop to the Board of Directors which included an update on the Acquisition Program and focused on conservation easement acquisitions.
- On May 24, 2016, the District presented an update of the Conservation Planning program to the Board of Directors.
- On June 14, 2016, the District will present the NBS Government Finance Group Open Space Easement Fee Study to the Board of Directors. The District is requesting authorization to amend an existing agreement to perform a fee study related to monitoring Open Space Easements.

Commissioner Swanhuysen announced her receipt of letters from six cities in support of Community Separators: City of Petaluma, Town of Windsor, City of Healdsburg, City of Sebastopol, City of Cloverdale, and the City of Cotati. Petaluma, Windsor and Sebastopol stated support specifically for the purchase by the District of open spaces in community separators. (The letters are available for viewing at the District office.)

4. **Public Comment.**

There was none.

5. **Correspondence/Communication.**

There was none.

6. **Approval of Commission Minutes.**

On a motion by Alternate Commissioner Owen and second by Commissioner Swanhuyser, the minutes of May 5, 2016 were approved as submitted.

7. **Financial Report.**

The commissioners reviewed the financial report prepared by Mary Dodge, Administrative and Fiscal Services Manager.

8. **Commission Study Session on 2016 Priorities.**

Commission Chair Anderson led a discussion of the Commissions priorities for 2016. The Chairman's List of Topics and a summary of the discussion is available on request.

9. **Suggested Next Meeting.** Special Meeting to be held on July 21, 2016 @ 5:00 pm.

10. **Adjournment.**

On a motion by Commissioner Swanhuyser and second by Alternate Commissioner Swanhuyser, the meeting was adjourned at 6:35 pm.

Respectfully submitted,

Sue Jackson
Deputy Clerk

Sonoma County Agricultural Preservation and Open Space District
Consolidated Balance Sheet - District and OSSTA Funds
May 31, 2016

Assets

Cash and Investments	\$59,914,232
Accounts Receivable	10,000
Other Current Assets	900
Intergovernmental Receivables	86,867
Total Assets	<u><u>\$60,011,999</u></u>

Liabilities and Fund Balance

Current Payables	\$3,230
Accrued Exp/Other Current Liab	
Long-Term Liabilities	30,000
Total Liabilities	<u><u>33,230</u></u>

Fund Balance

Nonspendable - Prepaid Expenditures	900
Restricted - District Activities	59,977,869
Total Fund Balance	59,978,769
Total Liabilities and Fund Balance	<u><u>\$60,011,999</u></u>

Cash by Fund

OSSTA - Measure F	\$56,182,473
Open Space District	1,059,439
Fiscal Oversight Commission	32,537
Stewardship Reserve	
Cooley Reserve	160,908
Moore Grant Conservation Ben.	75,196
Operations and Maint. Res.	2,403,679
Total Cash by Fund	<u><u>\$59,914,232</u></u>

Sonoma County Agricultural Preservation and Open Space District
Consolidated District and OSSTA Budget to Actual
For the eleven months ended May 31, 2016

	Budget Final	Actual Year to Date	Encumbrances Year to Date	Remaining Balance	25% of year Remaining
Revenues					
Tax Revenue	\$22,880,000	\$16,668,487	-	\$6,211,513	58.48%
Intergovernmental Revenues	33,019,884	8,005,470	-	25,014,414	84.01%
Use of Money & Prop	475,000	102,907	-	372,093	103.34%
Miscellaneous Revenues	0	65,243	-	(65,243)	0.00%
Other Financing Sources	11,993,342	10,421,562	-	1,571,780	13.11%
Total Revenues	68,368,226	35,263,669	-	33,104,557	63.07%
Expenditures					
Salaries and Benefits	4,106,741	2,782,772	-	1,323,969	56.24%
Services and Supplies	8,789,954	3,353,513	\$1,570,659	3,865,782	30.61%
Other Charges	39,886,692	8,173,979	414,907	31,297,806	87.45%
Capital Expenditures	23,194,705	5,654,419	99,680	17,440,606	75.05%
Other Financing Uses	49,513,935	48,786,369	-	727,566	6.40%
Total Expenditures	125,492,027	68,751,052	2,085,246	54,655,729	48.27%
Net Earnings (Cost)	(\$57,123,801)	(33,487,383)	(\$2,085,246)	(\$21,551,172)	
Beginning fund balance		93,466,152			
Ending Fund Balance		\$59,978,769			

Note: Sales tax received by May 31, 2015 was \$16,114,517. This represents an increase in collections of sales tax of 3.44% over the prior year.



DATE: June 27, 2016 (Meeting July 21, 2016)
TO: Fiscal Oversight Commissioners
FROM: Stuart Martin, Land Acquisition Specialist
SUBJECT: SMART Pathway Hearn to Bellevue Segment Matching Grant Project

Summary

The SMART Pathway Hearn to Bellevue Matching Grant Project will develop a .8 mile long by 12 foot wide public pathway within the SMART railroad right of way in Southwest Santa Rosa. The pathway will run parallel to the train tracks, and will be a segment of a 70 mile pathway along the entire SMART railroad right of way in Sonoma and Marin Counties. The SMART pathway will also connect to existing pathways. The District will hold a Conservation Easement and Recreation Covenant over the pathway. The District will also enter into a Matching Grant Agreement with SMART.

Background

The District recommended partial funding in the amount of \$282,760 for the SMART matching grant in the 2011-12 cycle. The District's Board of Directors approved the project for inclusion in the Matching Grant Program on September 18, 2012. Since that approval, the District has worked with the SMART to finalize the agreements while SMART was arranging for various regulatory permits and mitigation to construct the pathway.

SMART receives sales tax funding for a commuter train and adjacent pathway in Sonoma and Marin Counties, and anticipated that the sales tax revenue would not be enough to cover the entire project and therefore, SMART is applying for grants to ensure completion of the entire project.

This is the first segment of the pathway that SMART is proposing to construct. The pathway is between, and is accessed from, the Hearn Avenue and Bellevue Avenue railroad crossings. Pathway users will have occasional vistas of Taylor Mountain to the east. Regional Parks has already constructed the next segment north, which provides a connection to the Joe Rodota Trail and the Prince Memorial Greenway. Finally, it will also provide a future connection to the nearest SMART station north in Santa Rosa's Railroad Square.

SMART Hearn to Bellevue Matching Grant Project

The SMART pathway matching grant will fund the development of .8 miles of multi-use pathway within the railroad right of way. Improvements will include a rock base and then

paving the pathway, signage, and safety features. The District's funding will be used entirely toward construction of the trail.

The District will receive a Conservation Easement and Recreation Covenant which will only cover the pathway, not the rest of the railroad right of way. The Conservation Easement will limit the use of the pathway to non-motorized multi-use public outdoor recreation compatible with the open space values of the property. The Recreation Covenant requires that the pathway be operated and maintained and remain open to the public in perpetuity. The District will also enter into a Matching Grant Agreement with SMART to spell out the conditions for the matching grant funding.

Project Match and Timeframe

As required under the Matching Grant Program Guidelines, the Matching Grant Agreement obliges SMART to provide a match of \$282,760 which will be comprised of funding from the State of California Enhanced Environmental Mitigation Program (EEMP) funds, and Measure Q sales tax funds. An additional \$540,000 will be spent by SMART in non-match costs for a total project cost of \$1,501,680.

SMART's match will be used to complete the final design documents, construction, and permitting. According to SMART's Work Plan, the trail will be open to the public by the end of 2016.

SMART Matching Grant Project Estimated Budget

Task	District Funding	Match Funding	Total Cost
Final Design	-	\$60,996	\$60,996
Construction	\$282,760	\$467,924	\$750,684
Permits		\$150,000	\$150,000
TOTAL	\$282,760	\$678,920	\$961,680

District Acquisition Plan: Connecting Communities and the Land

The project furthers objective and policies in the District's Acquisition plan by:

- working with partners to provide recreational regional trail connections between urban areas working with partners to expand multi-use trail linkages between communities along publically owned rights of way.

District Expenditure Plan

The grant is consistent with the District's Expenditure Plan, specifically regarding other open space projects, including urban open space and recreation projects within and near incorporated areas and other urbanized areas of the county.

SMART Master Plan

On June 24, 2009 the SMART Board of Directors adopted a Strategic Plan which included the development of a multi-use, bicycle/pedestrian pathway and associated improvements along the SMART rail corridor.

Fair Market Value Determination

The Fiscal Oversight Commission is being requested to determine that the District is not paying more than fair market value for the Conservation Easement and Recreation Covenant interests being acquired. Because this is a development project, these interests in real property are being granted to the District by SMART as a condition of awarding the matching grant funds, and are therefore not being purchased.

Recommendation

District staff recommend that the Commission adopt a resolution determining that the acceptance of the Conservation Easement and Recreation Covenant as a condition of the proposed Matching Grant for pathway development, does not exceed the fair market of such interests.

RESOLUTION NO.: 2016-_____

DATED: July 21, 2016

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SONOMA COUNTY OPEN SPACE FISCAL OVERSIGHT COMMISSION DETERMINING THAT THE DISTRICT IS NOT PAYING MORE, OR RECEIVING LESS, THAN THE FAIR MARKET VALUE OF THE INTERESTS SO RECEIVED

WHEREAS, by virtue of the contract dated December 7, 2010, between the County of Sonoma and the Sonoma County Agricultural Preservation and Open Space District ("the District") and Sonoma County Board of Supervisors Resolution No. 10-0832 dated December 7, 2010, this Board of Commissioners is required to review each proposed District acquisition or conveyance in order to determine whether the District would be paying more or receiving less than fair market value for the open space interests being acquired or conveyed; and

WHEREAS, SMART applied to the District's 2011-12 Matching Grant Program and was accepted with a recommendation for pathway development funding of \$282,760 by the District's Board of Directors on September 18, 2012, for the SMART Pathway Hearn to Bellevue Segment Matching Grant Project; and

WHEREAS, as a condition of the Matching Grant Project, SMART is conveying a Conservation Easement and a Recreation Covenant over the pathway to the District, and entering into a Matching Grant Agreement; and

WHEREAS, the District's General Manager is proposing to recommend to the District Board of Directors a matching grant subject to the recordation of (1) a Conservation Easement generally limiting the use of the Property to public outdoor recreation compatible with the open space values of the Property and (2) a Recreation Covenant obligating SMART to operate and maintain the Property for public outdoor recreation in perpetuity.

NOW THEREFORE BE IT RESOLVED, that this Board of Commissioners hereby finds, determines, declares and orders as follows:

1. *Truth of Recitals.* The foregoing recitals are true and correct.

2. *Fair Market Value.* This Commission is satisfied that by accepting the Conservation Easement and Recreation Covenant as a condition of providing funding for the development of recreational improvements on the SMART Hearn to Bellevue segment pathway, the District is not paying more or receiving less than the fair market value for the interests so received.

COMMISSIONERS:

AYES: _____ NOES: _____ ABSTAIN: _____ ABSENT: _____



DATE: July 15, 2016 (Meeting July 21, 2016)

TO: Fiscal Oversight Commissioners

FROM: Sara Press, Land Acquisition Associate

SUBJECT: Pole Mountain Funding Agreement

Summary

The District acquired a conservation easement and recreation covenant over the 238-acre Pole Mountain property in June 30, 2014. The acquisition was simultaneous to Sonoma Land Trust's acquisition of the property. The conservation easement restricts use of the property to natural resource protection and public recreation and education.

The recreation covenant requires the property be open to the public for low-intensity outdoor public recreation and educational uses consistent with the conservation easement. Sonoma Land Trust intends to link recreational opportunities on the property with the adjacent Jenner Headlands and Little Black Mountain Preserve via hiking; there is no public access via motorized vehicles. The recreation covenant requires that at such time that the Jenner Headlands property becomes open to the general public, or an alternative route for public access to the property becomes available, SLT will make the property available for public hiking, picnicking and nature study.

At the time of acquisition, Sonoma Land Trust (SLT) requested funds from the District for initial public access and operations and maintenance activities for the first three years of property ownership. This request was brought to the Commission on May 2, 2014. Subsequently, SLT withdrew the request as the organization wanted to focus first on conducting site assessments to better understand the condition of the natural resources, the varying habitat types, the location of sensitive resources, and the condition of the existing infrastructure such as roads, fencing, water, and other improvements in preparation for developing a management plan.

Now that SLT has conducted site assessments and is more familiar with the property, it is requesting \$46,500 for specific initial public access and operations and maintenance (IPAOM) activities, as detailed below and in the attached budget. The funds would be expended by June 30, 2017. Consistent with the District's Expenditure Plan and its Initial Public Access and Operations and Maintenance Policy, the District may provide funding, on a reimbursement

basis, to assist in providing initial public access and with operations and maintenance on recreational properties purchased with the open space sales tax.

As shown in the table below, after accounting for both anticipated IPAOM revenue and known IPAOM expenditures for FY 16-17, there will be \$1,771,937 in the IPAOM fund balance. The District anticipates additional requests for IPAOM funds for at least another three properties this fiscal year: Stewarts Point Ranch, Kashia Coastal Reserve, and Carrington Ranch.

Initial Public Access and Operations and Maintenance Fund Status

Beginning reserve balance as of July 1, 2015	\$2,573,437
3rd Qtr FY 15-16 Estimated 10% Revenue	\$2,080,000
3rd Qtr FY 15-16 Estimated Expenditures	<u>(2,916,500)</u>
Net Cost	(836,500)
Estimated FY 15-16 Fund Balance	\$1,736,937
Budgeted FY 16-17 10% Revenue	\$2,132,000
Budgeted FY 16-17 Expenditures	<u>(2,097,000)</u>
Net Cost	35,000
Budgeted FY 16-17 Fund Balance	\$1,771,937

Funding Agreement

In order to receive District funding, the District and Sonoma Land Trust will execute a Funding Agreement that specifies the types of costs that are eligible for reimbursement. As shown in more detail on the attached table, Sonoma Land Trust is requesting funding for:

- Access point gates and fencing
- Access amenities
- Visitor safety and patrolling
- Guided outings
- Grant implementation

No reimbursement will occur until Sonoma Land Trust submits, and the District approves, a Work Plan that more specifically describes the work and costs associated with these activities.

Property Background

At 2,204 feet, Pole Mountain, located north of Jenner, is the highest point on the Sonoma Coast. The 238-acre Pole Mountain property is the primary wildlife corridor connection between the adjacent 5,630-acre Jenner Headlands to the south and the 500-acre Little Black Mountain Preserve to the north. Pole Mountain lies within the Russian River watershed, contains the headwaters of three important salmonid streams, and is home to one of the last remaining volunteer fire lookouts in the state. The property consists of oak savannah, oak woodlands, open grassland, hardwood/coniferous forests, serpentine outcroppings, wetlands, ponds, seeps and streams with large woody debris and associated native riparian habitat. The range in topography, elevations and habitat provide variability for adapting to the effects of climate change.

The property is intended to be a recreational destination point from the planned public access trailhead on the Jenner Headlands, offering the public the ability to traverse from the Pacific Ocean coastline, through multiple habitat types, to the highest peak along the Sonoma County coast.

Next Steps

District staff will bring the funding agreement to the Board of Directors on September 13 for consideration. Any comments by the Commissioners will be brought forward to the Board at that time.

<i>Pole Mountain Initial Public Access and Operations & Maintenance</i>				
Item	Cost	Qty	Total	Notes
Develop access points				
Pedestrian Walk Gate at Jenner Headlands Entrance	\$500	1	\$500	Prevent gate from being left open; protect road/manage cattle.
Pedestrian Walk Gate West Muniz Ranch Pole Mtn Entrance	\$500	1	\$500	Prevent gate from being left open; protect road/manage cattle.
Improved fencing and ped gate at both Little Black Mtn ridges	\$5,000	2	\$10,000	Address safety issues from downed barbed wire for ongoing OTL hikes.
			\$11,000	
Signage				
Entrance sign at Jenner Headlands/Pole Mtn border	\$5,000	1	\$5,000	Boundary, Acknowledgement Sign, Rules
Trail signs (post/arrow) incl. installation	\$250	2	\$500	8"x8"x6'Redwood Posts with trail arrow sign (TWC template)
Summit interpretive sign (design; fabrication/installation)	\$7,500	1	\$7,500	Summit info; natural history; acknowledgements
			\$13,000	
Public Access Amenities at Pole Mountain Summit				
Picnic tables & benches at summit and nearby ridges	\$750	4	\$3,000	Probation camp purchase; with delivery
Portapotty enclosure	\$3,000	1	\$3,000	To anchor unit from strong wind
Lookout cabinet, safety supplies, phone	\$5,000	1	\$5,000	Emergency call box station with safety supplies and water
			\$11,000	
Visitor Safety and Patrolling				
Safety Patrolling (Apr-June 2017)	\$150	26	\$3,900	\$150/visit; 2x/wk (\$1,200/month); SLT or TWC staff time
Safety meetings with emergency response personnel	\$50	20	\$1,000	5 staff; 4 hours for meeting and follow up
			\$4,900	
Staff Time				
Grant implementation - site preparation activities	\$50	80	\$4,000	Coordination of signage, gates, phone cabinet; picnic tables.
OTL outings at Pole Mountain	\$1,300	2	\$2,600	Two guided outings from Little Black Mountain, fall 2016
			\$6,600	
TOTAL			\$46,500	

ATTACHMENT 4



MEMORANDUM

Date: July 15, 2016 (Meeting July 21, 2016)
To: Fiscal Oversight Commission
From: Sheri Emerson, Stewardship Program Manager
Re: Cooley Ranch Outings

The District's Board of Directors approved the acquisition of a conservation easement over the 19,064-acre Cooley Ranch property for \$6,000,000. The easement document states:

"8. Public Access to the Property.

GRANTOR shall allow public access to the property no less than six times per year for public outdoor recreational and/or educational opportunities provided that such access:

- A. Does not impair the conservation purpose of this agreement;
- B. Is organized and supervised by a non-profit organization qualified to conduct such activities; and
- C. Is scheduled in a manner that does not unreasonably interfere with other allowed uses of the property and seasonal/natural constraints.

Other than as provided for in this Paragraph 8, nothing contained in this Agreement shall be construed as granting, permitting, or affording to the public access to any portion of the Property. Nothing in this Agreement shall be construed to preclude GRANTOR'S right to grant access to third parties across the Property, provided that such access is allowed in a reasonable manner and is consistent with the conservation purpose of this Agreement."

At the time of the acquisition, \$210,000 was set aside from the purchase price (held in a fund managed by the Open Space Authority) to support public outings at the property. At the start of Measure F in April of 2011, management of this fund was transferred to the County of Sonoma. The Commission recently requested additional information about this fund and the outings that it supports.

The District currently budgets \$10,000 per year towards outings at Cooley Ranch, which are supported in part by annual interest earnings from the fund.

In November of 2015, the District executed a contract with LandPaths (Attachment 1), specifically to provide a series of public camping outings at the Cooley Ranch property, for \$17,985, for a term of two years. Two camping outings have been completed so far during the contract term, one of which was the Spanish-language *Vamos Afuera* camping outing in May of 2016.

In July of 2014, the District solicited a Request for Proposals for the 2014-17 Agricultural and Conservation Education Program seeking the expertise of highly qualified organizations with longstanding relationships in diverse local communities to deliver services. The District received a total of four proposals, all of which ranked high in the selection process. Each proposed a diverse, yet balanced, approach to community engagement through agricultural and environmental education, utilized a variety of partners, and offered innovative in-depth programming to a specific audience or population including at-risk youth, E.S.L. (English as a Second Language) students, young adults, ranchers and farmers, underserved groups, and Latino families. The District decided to partner with all four providers for portions of the Program, one of which was LandPaths. Four separate contracts were initiated, with terms from October 2014 through June 2017.

In June of 2011, a contract with LandPaths was approved by the Board (Attachment 2) for \$42,874 for a term of July 1, 2011 through June 30, 2014. This contract supported the continuation of work completed by LandPaths in partnership with the landowner, Crawford Cooley, including hikes, campouts, horseback and mountain bike rides, and tracking classes to a broad diversity of Sonoma County residents. Mr. Cooley provided a letter in May of 2011 (included in the attachment) in support of the contract with LandPaths.

Attachments:

- 4-A Current Agreement for Consulting Services (Cooley Ranch Public Access Series) between the District and LandPaths, dated November 6, 2015.
- 4-B District Board of Directors summary report (Cooley Ranch Public Outings Contract), dated June 7, 2011, including a May 23, 2011 letter from Crawford Cooley.

AGREEMENT FOR CONSULTING 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 LandPaths, a non-profit corporation (hereinafter "Consultant").

RECITALS

WHEREAS, Consultant represents that it is a duly qualified consulting company experienced in the areas of docent led outdoor events, 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 public outings and outreach on the Cooley Ranch property.

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

AGREEMENT

I. 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.

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:

<u>DISTRICT PROJECT LEAD</u>		<u>CONSULTANT</u>	
Name:	Leslie Lew	Name:	Lee Hackeling
Address:	747 Mendocino Avenue – Suite 100	Address:	618 4 th Street #217
	Santa Rosa, CA 95401		Santa Rosa, CA 95401
Phone:	707-565-7367	Phone:	707-544-7284
FAX:	707-565-7359	FAX:	
Email:	leslie.lew@sonoma-county.org	Email:	lee@landpaths.org

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 set forth in Exhibit A, attached hereto and incorporated herein by reference, provided, however, that total payments to Consultant for the term of the contract shall not exceed Seventeen Thousand Nine Hundred Eighty Five Dollars (\$17,985.00) without the prior written approval of District. Consultant shall submit its invoices in arrears on a monthly basis in a form approved by District's General Manager or designee (see Exhibit C). A detailed progress report that adheres to the guidelines included in Exhibit C will be submitted with each invoice. Expenses not expressly authorized by the Agreement shall not be reimbursed. The invoices shall show or include, at a minimum, the following information:

- Name of Project: Cooley Ranch Outings
- District Contract Number: 973
- Copies of all subconsultant/subcontractor invoices, if any
- A narrative description of the task(s) performed tied directly to the costs.
- 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, 2017, 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', 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 B, 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. Consultant agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies 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.

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: 707-565-7360
Fax: 707-565-7359

Invoices may be electronically submitted to: aposd-accounts.payable@sonoma-county.org

TO CONSULTANT:

LandPaths
618 4th Street #217
Santa Rosa, CA 95404
Phone: 707-544-7284

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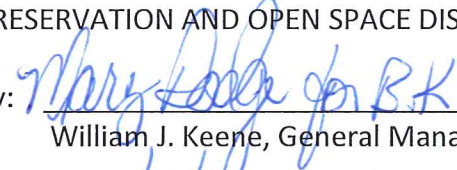
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONSULTANT

By: 
Craig Anderson, Executive Director

Date: _____

SONOMA COUNTY AGRICULTURAL
PRESERVATION AND OPEN SPACE DISTRICT

By:  for B.K.
William J. Keene, General Manager

Date: 11/6/15

APPROVED AS TO SUBSTANCE FOR DISTRICT:

By: 
Leslie Lew, Associate Planner – Stewardship

Date: 10.14.15

CERTIFICATES OF INSURANCE ON
FILE WITH THE DISTRICT

By: 
Sue Jackson, Administrative Aide

Date: 11/5/15

EXHIBIT A



Scope of Work

Presented to The Sonoma County Agricultural Preservation and Open Space District

Cooley Ranch Public Access Series

2015- 2017

LANDPATHS' PROFILE

LandPaths is uniquely qualified to assist the District in developing and implementing a Cooley Ranch Access Series. In such a role, LandPaths would draw upon our core competencies to continue filling a clear niche: providing diverse opportunities for all residents to experience the beauty and understand the value of nature, emphasizing nature's ability to inspire and connect us to the world we live in.

Mission

LandPaths' **mission is to foster a love of the land.** LandPaths *connects people with the land* by: (1) developing diverse public access opportunities, (2) providing education about the land and the work to protect it; and (3) implementing land stewardship projects ranging from one-day property maintenance to multi-year watershed enhancement projects. Engaging all sectors of the community underpin how we fulfill our mission.

History

LandPaths was created in 1996 based on the need for public access and land stewardship in Sonoma County.

The catalyst was the transfer of the McCormick Ranch from the Sonoma County Agricultural and Open Space District (the District) to California State Parks. State Parks, due to budget shortfalls, could not assume management of McCormick. LandPaths provided volunteer-powered and—with grant funding from the State—large-scale resource stewardship and public access, becoming one of the first non-profits to manage a park unit for California State Parks.

Over the past 18 years, LandPaths has established its role as one of the County's leading public access and education organizations. We currently work County-wide with individuals, organizations and agency partners to offer over 150 *Outings* annually with over 6,500 participants – all with an exemplary safety record. Diverse by design, LandPaths' *Outings* include hikes, farm tours, campouts, ADA tours, paddle trips and stewardship projects, focusing on themes ranging from local agriculture to natural history, cross-landscape hiking and storytelling. Our award-winning *In Our Own Backyard* program (IOOBY) currently works County-wide with 32 partners to engage approximately 807 students, 30 teachers, and 674 adults (parents and other IOOBY volunteers) with nature during 120 field trips, and 19,510 participant hours outdoors with an exemplary safety record.

Testaments to our high standard of service are local and regional recognitions, repeat participants, increasing demand and extensive waitlists for our programs, and an ever-expanding circle of and volunteers. LandPaths pays close attention to developing close relationships with agency and volunteer partners based on mutual respect and frankness in order to continually improve our service.

Perhaps the ultimate compliment to our work is the trust landowners place in LandPaths. Based on our organizational model of community engagement and building a broad spectrum of connections with the land, LandPaths has received land donations and leveraged opportunities of bargain sales. These transactions currently total over 1,100 acres of land now protected, stewarded and providing models of community access to further delivery of our mission. Private landowners who resonate with LandPaths values and interest in sharing our collective love of the land trust LandPaths too, opening up their lands to *Outings*.

Accomplishments

<ul style="list-style-type: none"> • 18 years of successful County-wide Public <i>Outings</i> visiting 36 different properties 	<ul style="list-style-type: none"> • Facilitated 8,800 volunteer hours stewarding land resources through-out the County
<ul style="list-style-type: none"> • 17 years of the award-winning <i>In Our Own Backyard</i>, a model year-long environmental education program, serving over 800 students across the County 	<ul style="list-style-type: none"> • Brought \$4,000,000 beyond county contracts since 1997 to SCAPOSD-protected lands for access programs, land stewardship and park development
<ul style="list-style-type: none"> • Manage resource stewardship and site-appropriate public access on four LandPaths-owned preserves, over 1,100 acres. 	<ul style="list-style-type: none"> • Distribution list of over 12,000 households
<ul style="list-style-type: none"> • Own and manage the only privately-held, open and free to the public preserve in the County (<i>Grove of the Old Trees</i>) 	<ul style="list-style-type: none"> • Piloting "Community Powered" Park model
<ul style="list-style-type: none"> • Manage public access and stewardship for two City Parks (Santa Rosa and Healdsburg), inclusive of Bayer Farm, a nature-inspired park and community garden in the Roseland area of Santa Rosa 	<ul style="list-style-type: none"> • Develop and Implement a variety of public access options depending on ownership, site, and other opportunities and constraints.
<ul style="list-style-type: none"> • Manage public access and stewardship projects for the Willow Creek Addition to Sonoma Coast State Park 	<ul style="list-style-type: none"> • Harness "community wealth" through an extensive network of landowners, individual experts and partner organizations
<ul style="list-style-type: none"> • Executive Staff chosen as Bay Nature Institute's 2014 "Conservation Action Hero" for the entire Bay Area region on account of Bayer Farm and other community-serving open space projects and innovative programming. 	<ul style="list-style-type: none"> • LandPaths chosen by the Land Trust Alliance to be one of 11 land trusts from across the country to meet at the first ever <i>Native, Land, Trust Summit</i> in May of 2014 – a meeting of national conservation leaders and First Nation (Indian) Tribal leaders

Capacity

With a talented staff of fourteen, LandPaths has the experience, expertise, skill, heart, and capacity to provide professional services in a sensitive and timely manner. Each staff offers specific expertise in working with the public -- a key part of their portfolio of skills. In addition to staff, LandPaths invests in an updated website, Facebook (2,287 likes), database and other computer network and software tools to manage and expand our interface with the public. With a County-wide scope, LandPaths manages over 15,000 inquiries from residents annually via phone and email.

Philosophy

Our passion is to create positive and inspiring outdoor experiences for people, increasing their understanding and appreciation—and therefore relationship to—nature and working landscapes. We

are fortunate to live in an area rich in “community wealth” and we believe strongly in tapping our community’s local knowledge and experience—from multi-generational farmers to academics—in shaping engaging programs. We apply principles of collaboration, sustainability, “local-ness” and creativity to develop the most impactful and cost-effective programs possible. In working collaboratively we engage partners in the process as well as the implementation of programs and are eager to celebrate their, as well as our, successes.

GOALS FOR OUTINGS AT COOLEY RANCH

- (1) Lead *Outings* to highlight the SCAPOSD’s role in the protecting the Cooley Ranch, and the many of the significant landscapes of the County;
- (2) Provide positive experiences during these outings, increasing public awareness and appreciation of the SCAPOSD;
- (3) Demonstrate to private landowners, agricultural community and public land-managing authorities that public outings can be managed in a manner that is beneficial for both landowners and the public;
- (4) Provide opportunities to access Cooley Ranch for a broad diversity of residents including those not traditionally served by existing recreational opportunities in Sonoma County; and
- (5) Facilitate unique Cooley *Outings* that draw on the site features—size, travel time, night sky, feeling of being “out there” --- to create and accommodate a new and range of interests and groups (i.e., equestrian, mountain bikers, campers, etc.).

SCOPE OF WORK

LandPaths proposes a two-year Cooley Ranch Outing Series for a total of \$17,985.00. LandPaths will be responsible for all aspects of implementing a minimum of three Cooley Ranch free public campout outings annually.

Prior to a given outing, LandPaths will coordinate with SCAPOSD staff and Crawford Cooley to identify the best dates and routes for the outing. LandPaths will also indemnify SCAPOSD and Crawford Cooley through a liability insurance policy purchased by LandPaths specifically for its outings programs.

LandPaths will facilitate three “Camping Outings” each year. The *Outings* themes and associated outreach will vary with activity type and theme. Each of these *Outings* may include an “optional” camping, or target camping only to ensure maximum participation as well as a quality overnight experience. Some example themes and activities include:

- Introduction to Backpacking
- Family Camp
- *Vamos Afuera* Camp
- Young Adults, 20 to 30 music/drumming
- Star Party
- Mountain Biking
- Spring Wildflowers
- Equestrian

These Outing themes may be combined with each other (i.e. Vamos Afuera camp out with bi-lingual Star Party) Facilitation will include:

- Pre-trip reconnaissance (e.g. defining routes, outing theme, coordinating with Crawford Cooley, consult with District staff)
- Outing publicity
- All correspondence with the public prior to and following outings
- Coordination day of outing with LandPaths' staff and trained volunteer docents
- Obtaining educational information specific to site (maps, bird guides/lists, etc.)
- Coordination with partnering agencies, nonprofit organizations and other specialists as possible guest experts on an outing.
- Outings evaluation including de-briefing with Crawford Cooley and Outings leader, and participants survey feedback.
- Annual report on type of outing, outing participation (how many, zipcodes attending), and outing feedback

Cooley Public Access Series

Expense	Hours Per event	Per hour rate	Cost Per Event 2015- 2017	Outings Per year	2015-2016 Program Year	2016-2017 Program Year	2015-2017 Total for Two Program Years
PERSONNEL COSTS							
Executive Director	0.25	150	\$37.50	3	\$112.50	\$112.50	\$225.00
Managing Director	0.5	100	\$50.00	3	\$150.00	\$150.00	\$300.00
Program Director	10	90	\$900.00	3	\$2,700.00	\$2,700.00	\$5,400.00
Coordinator	12	55	\$660.00	3	\$1,980.00	\$1,980.00	\$3,960.00
Assistant	21	45	\$945.00	3	\$2,835.00	\$2,835.00	\$5,670.00
Subtotal					\$7,777.50	\$7,777.50	\$15,555.00
OPERATING EXPENSES							
Advertising/Outreach materials					\$200.00	\$200.00	\$400.00
Transportation					\$970.00	\$970.00	\$1,940.00
Office supplies					\$45.00	\$45.00	\$90.00
Subtotal					\$1,215.00	\$1,215.00	\$2,430.00
Total For 3 Outing Series					\$8,992.50	\$8,992.50	\$17,985.00

EXHIBIT B

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

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

1. Workers Compensation and Employers Liability Insurance

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

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

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or 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.
- d. Sonoma County Agricultural Preservation and Open Space District, its officers, agents

Sonoma County Agricultural Preservation and Open Space District Insurance Requirements

and employees shall be 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 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, 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 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.

Sonoma County Agricultural Preservation and Open Space District Insurance Requirements

- 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.



CERTIFICATE OF LIABILITY INSURANCE

LANDP-1

OP ID: AG

DATE (MM/DD/YYYY)

06/26/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Gene Gaffney Ins Services, Inc P.O. Box 428 Occidental, CA 95465 Fawn Nekton	CONTACT NAME: Angela Gianni		
	PHONE (A/C, No, Ext): 707-874-2666	FAX (A/C, No): 707-874-1233	
	E-MAIL ADDRESS: angela@gaffneyins.com		
INSURED Landpaths 618 4th St, Ste 217 Santa Rosa, CA 95404	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: NonProfits' Insurance Alliance		
	INSURER B: NonProfit's United		
	INSURER C:		
	INSURER D:		
	INSURER E:		
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	2015-08768	07/01/2015	07/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		2116	07/01/2015	07/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000		2015-08768-UMB	07/01/2015	07/01/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liab		2015-08768	07/01/2015	07/01/2016	EaOcc/Agg \$1M/\$1M
A	Accident		MHH010307-08768	07/01/2015	07/01/2016	EaOcc/Agg \$250K/\$750K

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: All contract services of the named insured for the certificate holder
The Agricultural Preservation and Open Space District, its officers, agents and employees, are named as additional insured per the attached CG2010.

CERTIFICATE HOLDER

CANCELLATION

Sonoma County Agricultural Preservation & Open Space District 747 Mendocino Avenue Ste 100 Santa Rosa, CA 95401	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Angela Gianni</i>

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
The Agricultural Preservation and Open Space District, its officers, agents and employees	Various
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Send Payment to:

Cooley Ranch OUTINGS

618 4th Street, Suite 217
Santa Rosa, CA 95404
Attn: Sheridan Rapolla

Grantor: **Sonoma County Agricultural Preservation and Open Space District**
Address: 747 Mendocino Avenue, Suite 100
City, State ZIP: Santa Rosa, CA 65401-4850
Contract Name: **Cooley Ranch Outings**

Contract

Contract #973

For the month of:

[illegible]

*Staff timesheets are required as supporting documentation
 **Receipts are required for non-staff expenses



Independent Professional Service Contracts: Administrative Policy #4-6
Criteria for Determining Independent Contractor Status (Checklist)

973

Name of Contractor: LandPaths
County Department: SCAPOS Date: 10/6/15
Dept. Contact Person: Elaine Rotondo Phone: 565-7267

SECTION I - Please Answer the Following Questions For Determining Consistency with IRS Contractual Relationships:

- | | YES | NO |
|---|--------------------------|-------------------------------------|
| a. Do I, as the employer, have the <u>right</u> to control not only the result of the work, but also the way in which it is done? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b. Am I setting the independent contractor's hours? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c. Is the independent contractor restricted from taking jobs from other businesses at the same time he/she is working for me? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| d. Do I or other departments, to the best of my knowledge, have employee(s) with similar duties as the independent contractor? (Consult with the Personnel Department.) | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| e. Does the County supply assistants to the contractor? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| f. Does the County furnish training, tools, or equipment to the contractor? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

SECTION II - Please Answer the Following Question for Determining Compliance with County Administrative Policy #4-6:

- | | YES | NO |
|---|--------------------------|-------------------------------------|
| a. Have you executed more than one contract (or any renewal, reissuance, change order, or extension of a contract) with this vendor for the same scope of work in the same fiscal year? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
- Signature: Mary Lodge Date: 10/1/15
Department Head or Authorized Representative

COUNTY COUNSEL REVIEW (for consistency with IRS criteria for independent contractual relationships):

- ☐ All questions in Section I. have a "NO" response and personal service contract is less than \$100,000; therefore, County Counsel signature not required.
- ☐ All questions in Section I. have a "NO" response and contract is less than \$150,000 for ISD, GS, ACTTC, & CAO; therefore, County Counsel signature not required.
- ☐ Approved, even though a "yes" is marked _____
County Counsel Date
- County Counsel explanation of exception (use back of form if necessary):

- ☐ Not approved _____
County Counsel Date

Instruction for Distribution:

This form must accompany all independent contractor agreements submitted to County Counsel for approval, the Board or Purchasing Agent for execution, and the Auditor-Controller/Treasurer-Tax Collector Department for payment. The Purchasing Agent shall not execute, nor Auditor-Controller/Treasurer-Tax Collector pay, any contract not approved. All contracts marked "not approved" will be returned to the department.

- ☐ IRS Form W-9 included for first time contract or Vendor No. _____ data incorrect.
- ☐ FAMIS Vendor No. _____ has correct 1099 information.

County Of Sonoma Agenda Item Summary Report

Clerk of the Board Use Only
Meeting Date

Agenda Item No:

Department: Sonoma County Agricultural Preservation and Open Space District

4/5 Vote Not Required

Name and Phone Number:
Peggy Flynn, Community & Govt Affairs
(707) 565-7347

Board Date:
6/7/2011

Deadline for Board Action:
6/7/2011

AGENDA SHORT TITLE: Cooley Ranch Public Outings Contract

REQUESTED BOARD ACTION: Approve and authorize the General Manager of the Sonoma County Agricultural Preservation and Open Space District to execute a contract with LandPaths for a total of \$42,874 to provide public outings on Cooley Ranch through June 30, 2014 funded by a contribution by the property owner.

CURRENT FISCAL YEAR FINANCIAL IMPACT

EXPENDITURES:

Estimated Cost

\$0

ADDITIONAL FUNDS REQUIRING BOARD
APPROVAL:

Contingencies
(Fund Name:)

\$0

Amount Budgeted

\$0

Unanticipated Revenue
(Source:)

\$0

Other Available
Appropriations
(Explain Below)

\$0

Other Transfers
(Source:)

\$0

Additional Requested

\$0

Additional Funds Requested _____

\$0

Explanation (if required): The FY 11/12 requested budget for the SCAPOSD Cooley Reserve (index #697086) includes \$20,000 for this education and recreation program contract. Subsequent fiscal years' budgets will include appropriation for this program expense.

Prior Board Action: On July 10, 2001, by Resolution No. 01-0857, the Board of Directors approved the acquisition of a conservation easement over the Cooley Ranch.

Alternatives – Results of Non-Approval: Public access on the Cooley Ranch through this designated fund would not occur.

Background:

In 2001, the District acquired a conservation easement over the 19,064-acre Cooley Ranch for \$6,000,000. As part of the agreement, the property owner agreed to allow public educational and recreational opportunities on the property and set aside \$210,000 from the purchase price to provide for perpetual public access.

Since that time, LandPaths, a non-profit organization and District partner, has worked with the property owner to provide a variety of outings on the property including hikes, campouts, horseback and mountain bike rides, and tracking classes to a broad diversity of Sonoma County residents including seniors, those with disabilities, and recreational user groups.

To date, these services have been paid through a fund held by the Open Space Authority. As of April 2011 and pursuant to Measure F, the fund will be maintained by the District, thus the District proposes to contract with LandPaths to continue providing these services.

Recommendation

The General Manager recommends that the Board approve and authorize him to execute the contract with LandPaths in an amount not to exceed \$42,874 for public outings on the District-protected Cooley Ranch property through June 30, 2014.

Attachments: Letter from A. Crawford Cooley, dated May 23, 2011

On File With Clerk: Personal Services Agreement

CLERK OF THE BOARD USE ONLY

Board Action (If other than "Requested")

Vote:

	MOTION	AYE	NO
BROWN	<i>Absent</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
RABBITT	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ZANE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
McGUIRE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
CARRILLO	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

COOLEY RANCH CO.

P.O. 1146 NOVATO CA 94948

May 23, 2011

Sonoma County Agricultural Preservation & Open Space District
747 Mendocino Ave
Santa Rosa, CA 95401

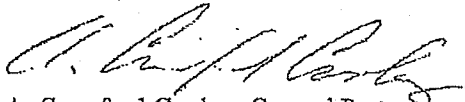
Gentlemen:

It is my understanding that SCAPOSD is presently reviewing its contract with Land Paths. This letter is sent to you in support of Land Paths activities.

At the end of 2001 Cooley Ranch Company entered into a Land Conservation Easement agreement with your district. One of the provisions required Cooley Ranch to grant public access for a limited number of visits per year by organized groups for recreational purposes. These supervised visits over the intervening years have covered a variety of interests – hiking, bird watching, plant study, an annual overnight stay, etc. Groups have typically numbered 40 to 50 individual.

Land Paths has always requested their planned visits well in advance and has carefully tended their "flocks" when on the ranch. They have never left debris or defaced the ranch. I have accompanied them on many of their visits and am impressed with their handling of their groups and their respect for our land.

Sincerely,
Cooley Ranch Company


A. Crawford Cooley, General Partner

RECEIVED
DATE 5/23/11
C: PF
D: ER