

**ACCESS AGREEMENT FOR ENTRY AND USE  
OF COUNTY FACILITIES  
Laguna/Balletto and Sonoma Valley Regional Park  
Environmental Restoration**

This Access Agreement (“Agreement”) made and entered upon the full execution hereof by all parties, is made by and between the County of Sonoma (hereinafter called “County”) through its Regional Parks Department (“Regional Parks”) and the Laguna de Santa Rosa Foundation (“Foundation”). All capitalized terms used herein shall, unless otherwise defined, have the meaning ascribed to those terms in the Agreement (as defined below). County and Licensee are sometimes collectively referred to herein as the “parties” and singularly, a “party.” This Agreement is entered into with reference to the following recitals:

WHEREAS, County owns, operates and maintains the Balletto parcel at 6303 Highway 12, Santa Rosa, California 95409 and operates and maintains the Laguna de Santa Rosa Trail located at 6303 Highway 12, Santa Rosa, California 95409 and the Sonoma Valley Regional Park at 1360 Highway 12, Glen Ellen, CA 95442 (the "Property");

WHEREAS, Foundation is a 501(c)(3) nonprofit organization with the mission to restore and conserve the Laguna de Santa Rosa;

WHEREAS, Foundation has worked to restore the Laguna de Santa Rosa for the past 33 years by establishing tens of thousands of native trees and plants and removing non-native invasive species which improves water quality, restores lost habitat, improves bio-diversity and mitigates climate change;

WHEREAS, Foundation has requested to create, operate and maintain a restoration planting on the Property, located within the seasonal wetland of the Laguna de Santa Rosa; and

WHEREAS, County and Foundation agree that entering into this Access Agreement for the establishment of riparian restoration planting at the Property will benefit the natural resource function of the Property, County and Foundation, by enabling Licensee to provide its resources for development, operation and maintenance of the riparian restoration planting;

WHEREAS, Foundation has received at grant from the State Coastal Conservancy to enhance habitat, protect and increase endangered plant species populations, and engage the local community in the restoration and conservation of five vernal pool properties.

NOW THEREFORE, in consideration of the premises and of the agreements of the respective parties herein set forth, it is mutually agreed as follows:

1. **Right of Access.** The County, in its sole discretion, gives its permission, subject to all the terms and conditions of this Agreement, to Foundation, to enter and use that portion of the Property for restoration planting as described in Section 2, below.

2. **Premises.** Foundation is hereby permitted to use a portion of the Property as specifically shown or described in **Exhibit A: Maps**, attached hereto and made a part hereof, (“Premises”) for vernal pool restoration. For the purposes of this License, a “restoration

planting” is an area where native plants are reestablished to enhance natural resource function.

2.1 Conservation Easement. Foundation understands that parts of the Property are encumbered by a Conservation Easement requiring consultation with the Sonoma County Agricultural Preservation and Open Space District for changes to the Property;

3. **Non-Exclusive Use and Access**. The right of access herein granted is non-exclusive. County continues to maintain and control the Premises including, without limitation, entry, leasing, sub-leasing and granting of licenses or other rights of access, subject to the limitations in Section 9 hereof.

4. **Term**. The term of this Agreement shall be for a period of 10 (10) years, commencing on the signing of this agreement by County and expiring at on the date that is ten years from the date of signature, unless earlier terminated in accordance with Section 17 below.

5. **Budget**. Foundation shall be responsible for provision of all funds to pay for maintenance costs for the riparian restoration planting at the Premises during the term of this Agreement.

5.1. **Reporting**. Foundation shall provide a final report to Regional Parks by December 31, 2024. Final report shall detail dates of significant project activities and participants.

6. **Construction and Regular Maintenance**. Foundation shall not make or permit any modification or alteration to the Premises or any improvements thereon without prior written consent of County in accordance with these procedures.

6.1. **Development**. Foundation shall develop and construct the restoration planting in accordance with the project maps, ***Exhibit A***, and restoration plan, attached hereto as ***Exhibit B: Permitted Activities***. Licensee shall provide all construction materials and labor required to develop the restoration planting at no expense to County. All improvements to the Premises shall become the property of County at the termination or expiration of this Agreement. Foundation shall ensure the following requirements are satisfied at all times:

6.1.1. **Irrigation**. Drip irrigation is required, except as County Regional Parks shall permit otherwise. Exceptions shall be made at County’s sole discretion and shall be effective only if issued in writing to Foundation and as required for performance of the terms of the State Coastal Conservancy grant. The Foundation shall monitor water utilization and delivery components to ensure maximum conservation and the most efficient utilization of water.

6.1.2. **Trees**. No trees may be removed without the written permission of Regional Parks.

6.1.3. **Caging**. Woody plants shall be caged to protect from grazing animals.

6.1.4. Signage. No advertising shall be permitted. Interpretive or descriptive signage may be permitted at Regional Park's sole discretion and only if written permission is given by Parks to Licensee at least thirty (30) days in advance of any signage installation. All signage shall include the Regional Parks logo.

6.1.5. Promotion. Copies of all printed promotional material describing or promoting shall be provided to Regional Parks and contain the Regional Parks logo.

6.1.6. Notification. In accordance with Paragraph 7, below, Foundation shall notify Regional Parks of any significant event on the Premises a minimum of two (2) weeks in advance. Significant events include work days, tours, press events, field trips, or any other activity that could disrupt routine use of the park.

6.2. Routine Maintenance and Repairs. Foundation shall be responsible for maintenance of the restoration planting at the Premises during the term of this Agreement as defined in Section 4. Such repairs shall include, but not limited to, routine infrastructure repairs, remediation of vandalism, graffiti removal, and repair of plant caging as needed. Such maintenance and repairs shall be performed by Foundation at its sole cost and expense. Actions include either specific repairs or a process to achieve repair. Foundation shall maintain a log of such repairs, including date of occurrence and type of repair. This log shall be submitted by February 1 of each year of the Agreement. Vandalism or damage in excess of \$500 to any of the improvements associated with the restoration planting shall be reported to County immediately on discovery.

6.2.1. Prevailing Wages. For labor which is paid for related to restoration planting activities, Foundation shall pay to persons performing such labor an amount equal to or more than the general prevailing rate of per diem wages for (1) work of a similar character in the locality in which the work is performed and (2) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and County to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Agreement. Licensee shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each site work is being performed. Copies of the prevailing wage rate of per diem wages can be requested from the Department of Industrial Relations or viewed at their web site at: [http://www.dir.ca.gov/DLSR/statistics\\_research.html#PWD](http://www.dir.ca.gov/DLSR/statistics_research.html#PWD). The parties acknowledge that most or all of the labor performed may be by individual or non-profit entity volunteers. Such labor shall comply with Labor Code Section 1720.4, or any successor statute, and if so, shall not be subject to the Prevailing Wage requirements in this Section 5.2.1 as long as Labor Code Section 1720.4 or a successor statute is in effect.

6.2.2 Subcontracts. Foundation shall insert in every subcontract or

other arrangement which Foundation may make for performance of such work or labor on work provided for pursuant to this Agreement, provision that either 1) Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the Labor Code. Pursuant to Labor Code Section 1775(b)(1), Licensee shall provide to each Subcontractor a copy of Sections 1771, 1775, 1776, 1777.5, 1813 and 1815 of the Labor Code; or 2) the labor to be performed qualifies as volunteer labor pursuant to Labor Code 1720.4 or a successor statute.

6.2.3 Compliance With Law. Licensee stipulates that it shall comply with all applicable wage and hour laws, including without limitation Labor Code Sections 1775, 1776, 1777.5 1813 and 1815 and California Code of Regulations, Title 8, Section 16000, et seq.

6.2.4 Agency Supervision. The initial installation of restoration planting will be supervised by Regional Parks' staff on pre-determined work days scheduled with Licensee.

7-**Use.** Foundation use of the Premises shall be limited to the operation and maintenance of the restoration area as described in *Exhibit A and Exhibit B*. Foundation shall not have the privilege of using the Premises for any purpose other than for restoration without the prior written consent of County.

7.1. **Scheduling.** The general public and community organizations shall be afforded equal opportunities to use the Premises for the purposes of recreation and/or restoration. Foundation shall comply with such rules and regulations as may be adopted by County and provided to Licensee for the safety, care and cleanliness of the Premises.

7.2. **Closure.** County Regional Parks will determine when and how long closures of the Premises are necessary due to wet conditions, maintenance, or for other needs, including but not limited to special events and other uses of the Premises.

8. **Operation.** Foundation shall conduct its operations in a safe and sanitary condition and in compliance with all laws, rules and regulations as may be in effect from time to time.

8.1. **Hazards and Notification.** Foundation shall take immediate action to secure or close off any hazard or safety concern to visitors using the restoration planting. Foundation shall verbally notify County's main office (707 565-2041) Monday through Friday during business hours (8 am- 5 pm) as soon as Foundation becomes aware of any such hazard, and shall identify the hazard, actions taken or proposed to minimize the hazard, any injuries, problems, and/or visitor complaints. During non-business hours and on weekends, contact Spring Lake Regional Park at (707) 539-8092. Written follow-up notification of the hazard and response shall be provided to County by e-mail or pursuant

to Paragraph 23 below within twenty-four (24) hours of verbal notification.

8.2. **Adult Supervision of Minors.** Competent adult supervision shall occur at all times when minors are participating in restoration activities.

9. **Grant Compliance Special Terms.** Notwithstanding any other language in this Agreement, the parties agree as follows:

9.1 **Inspection.** County and Foundation shall permit the State Coastal Conservancy (Conservancy), its employees, and agents to visit the property at reasonable times to determine compliance with this Agreement and with Conservancy Project No. 21-076-01

9.2 **Mitigation.** County shall not use, or allow others to use, the project or the portion of the property underlying the project as mitigation, unless Landowner has obtained written authorization from the Conservancy. The term “mitigation” means to compensate for adverse environmental effects and includes use in connection with the sale, trade, transfer or other transaction involving carbon sequestration credit or carbon mitigation.

9.3 **Operations and Maintenance.** The Foundation shall, for ten years from the date the project is completed, use, manage, maintain and operate the project consistent with the project’s purposes of enhancing vernal pool habitat and protecting and increasing endangered plant species populations. The Foundation assumes all operation and maintenance costs of the project. County shall permit the Foundation, upon 24 hours’ prior written notice, to visit the property at reasonable times to use, manage, maintain and operate the project.

10. **Compliance with Laws.** Foundation has represented to County and hereby warrants that Foundation has complied with all laws applicable to the acceptance and use of the access rights herein granted. Foundation shall observe and comply at all times with all applicable federal, state and local statutes and ordinances, rules, regulations, directives, and orders of governmental agencies now in force or which may hereinafter be in force relating to or affecting the use of the license herein granted.

11. **Waste; Nuisance.** Foundation shall not commit or suffer or permit the commission by others of: (i) any waste or nuisance on the premises; (ii) any action or use of the premises which interferes or conflicts with the use of the premises by County or any authorized person; or (iii) any action on the premises in violation of any laws or ordinances. County and Foundation agree that this license may be terminated under paragraph 18, at the sole discretion of County.

12. **Inspection; Notice to Cure.** County shall be permitted to enter and inspect the Premises at any and all times. If County identifies an issue with respect to Foundation’s involvement with the restoration planting at the Premises that does not comport with this Agreement, County shall provide written notice requiring Licensee to cure such issue within seven (7) days. If County identifies an issue that may affect the safety of visitors or security of the Premises, County may immediately close down the Premises, or a portion thereof, until such safety or security issues have been resolved to the satisfaction of County.

13. **Extent of Grant of Use and Access.** This Agreement and the rights herein granted are valid only to the extent of County's jurisdiction as a landowner or tenant of the premises. Acquisition of any other necessary permits or entitlements for use are the responsibility of Foundation. NOTHING CONTAINED IN THIS AGREEMENT SHALL BE CONSTRUED AS A RELINQUISHMENT OF ANY RIGHTS NOW HELD BY COUNTY.

14. **Bankruptcy.** In the event of bankruptcy of Foundation or writ of attachment of execution against Licensee, this Agreement shall, at the option of the, immediately terminate.

15. **Non-Liability of County.** County, its officers, agents, and employees shall not be liable to Foundation for any loss or damage to Foundation, Foundation agents, representatives, subcontractors or invitees, or Foundation's property from any cause. Foundation expressly waives all claims against County, its officers, agents, and employees, unless such injury or damage is caused by or due to the sole negligence or willful misconduct of County, its officers, agents, and employees. Neither County nor anyone acting for or on behalf of County, has made any representation, warranty or promise to Foundation concerning the physical aspects or condition of any portion or part of the Premises, the feasibility, desirability or convertibility of the Premises into any particular use, the zoning, building or land use restrictions applicable to the Premises, projected income or expenses for any of the Premises, the conditions of the soil, subsoils, ground water, or surface waters or the presence or absence of any toxic waste or hazardous substances or material, and that by entering into this Agreement has not relied on any representation, statement or warranty of County, or anyone acting for or on behalf of County, and that all matters concerning the Premises shall be independently verified by Foundation, and that Foundation shall use the Premises on Foundation's own examination thereof, AND THAT FOUNDATION IS USING THE PREMISES IN "AS IS" PHYSICAL CONDITION AND "AS IS" STATE OF REPAIR. Foundation does hereby waive and County does hereby disclaim all warranties of any type or kind of description but not limitation, to the extent allowed by law, those of fitness for particular purpose, tenantability, habitability and use. Foundation hereby expressly waives any and all claims for damages or for rescission or cancellation of this Agreement because of any representations made by County or by any agent of County. Foundation acknowledges that it has had sufficient time to conduct all inspections, reviews and studies of the Premises that Licensee may deem necessary. Foundation hereby expressly assumes the risk that adverse physical conditions and the full extent thereof, may not be revealed by Foundation's inspections, reviews and studies of the Premises.

Foundation hereby waives the benefits of Civil Code Section 1542 which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

Initials: \_\_\_\_\_

16. **Indemnification.** Foundation agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release

County, 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 Foundation, that arise out of, pertain to, or relate to Foundation's performance or obligations under this Agreement. Foundation agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to their performance or obligations under this Agreement. Foundation shall have no obligation under this Section to the extent that the actions claims, damages, liabilities, disabilities, and/or expenses for which County seeks protection are the result of gross negligence or willful misconduct on County's part. County shall have the right to select its legal counsel at Foundation's expense, subject to Foundation'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 Foundation or their agents under workers' compensation acts, disability benefits acts, or other employee benefit acts. This indemnity provision survives the Agreement.

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

## 18. **Termination**

18.1 **Termination By County For Cause.** Notwithstanding any other provision of this Agreement, should Foundation 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, County may immediately terminate this Agreement by giving Foundation written notice of such termination, stating the reason for termination.

18.2 The County Regional Parks Director, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County, for any of the above reasons.

18.3. Upon notice of termination, Foundation shall immediately remove all of its other personal property from the Premises.

19. **Liability for Loss or Damage to County Property.** Foundation shall be liable to County for any loss or damage to the premises arising from or in connection with Foundation's performance hereunder or any of its officers, agents, and employees.

20. **Access Right is Personal.** The access herein granted is personal to Foundation and no right hereunder may be assigned, sublet, or otherwise transferred in whole or in part without the prior written consent of County, and any attempt to assign, sublet or transfer shall be of no force or effect whatsoever unless and until County shall have given its written consent thereto. County may withhold its consent for any reason.

20.1 Foundation shall not assign this Agreement or sublet any portion of the Premises without the prior written consent of the County;

21. **Provisions are Conditions of Entry and Use.** Each provision of this Agreement shall be deemed a condition of the right of Foundation to enter and use the Premises. Notwithstanding anything stated to the contrary herein, if Licensee fails to perform any provision of this Agreement at the time and in the manner herein provided, County may at its option immediately terminate this Agreement; this right to terminate shall be cumulative to any other legal right or remedy available to County.

22. **Foundation to Act in Independent Capacity.** Foundation, its officers, agents, and employees shall act in an independent capacity and shall not represent themselves to be or be construed to be officers, agents, or employees of County.

23. **Access Agreement Not a Lease.** This Agreement does not constitute a lease, but constitutes a mere right of access and is limited to the entry and use of the Premises expressly and specifically described above. Foundation shall be entitled to use only the access route(s) designated by County. Foundation shall have no right or privilege in any respect whatsoever to use any other part of the property of County for any purpose whatsoever. Foundation disclaims any interest that when coupled with the rights herein granted would render it irrevocable.

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

TO: SONOMA COUNTY REGIONAL PARKS:  
Attention Hattie Brown  
2300 County Center Drive, Suite 120A  
Santa Rosa, CA 95403  
(707) 565-2041 phone  
(707) 579-8247 fax

TO: FOUNDATION: Laguna de Santa Rosa Foundation  
Attention Wendy Trowbridge  
900 Sanford Road  
Santa Rosa, CA 95401  
(707) 527-9277

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.



25. **No Continuing Waiver.** The waiver by County of any breach of the provisions of this Agreement shall not constitute a continuing waiver of any subsequent breach of the same, or of any other provision of this Agreement.

26. **Surrender.** Upon the expiration or sooner termination of this Agreement, Foundation, at its sole cost and expense, shall repair or restore any part of the Premises (or improvement thereon) that Foundation is required to repair or restore under the terms of this Agreement, as designated by County. Foundation shall further leave the Premises in a clean, safe, and sanitary condition, and shall vacate the premises on the date requested by County. Should Foundation neglect to repair or restore the Premises to a condition satisfactory to County, County may perform such work or have the work performed and Foundation shall immediately reimburse County for all direct and indirect costs associated with such work upon receipt of a statement therefore. Nothing contained in this Section 26 shall be read to require the removal of any riparian improvements made by Foundation pursuant to the State Coastal Conservancy Grant.

27. **General Provisions.**

27.1. **Time of Essence.** Time is and shall be of the essence of this Agreement and of each and every provision contained in this Agreement.

27.2. **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.

27.3. **Binding Effect; Choice of Law.** This Agreement shall be binding upon and inure to the benefit of the parties, their personal representatives, successors, and assigns. This Agreement shall be governed by the laws of the State of California and any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.

27.4. **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.

27.5. **Construction of Agreement; 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 County 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. Foundation and County acknowledge that they

have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

27.6. Relationship. The parties intend by this Agreement to establish the relationship of licensor and licensee only, and do not intend to create a partnership, joint venture, joint enterprise, or any business relationship other than that of licensor and licensee.

27.7. 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.

27.8. Nondiscrimination. Without limiting any other provision hereunder, Foundation 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, County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

27.9. AIDS Discrimination. Foundation 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.

27.10 Exhibits. The exhibits referenced in this Agreement are incorporated herein by this reference. In the event of a conflict between the main body of this Agreement and an exhibit, the provisions of the main body of the Agreement shall prevail.

27.10. 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.

27.11. Signature Authority. The person signing this Agreement on behalf of Foundation affirms that (s)he is authorized to enter into this license for the Licensee.

**THE PARTIES HAVE CAREFULLY READ AND CONSIDERED THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND HEREBY AGREE TO ALL SAID TERMS AND CONDITIONS.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date of final execution by all required parties.

LAGUNA DE SANTA ROSA FOUNDATION

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CERTIFICATES OF INSURANCE ON FILE WITH AND APPROVED AS TO SUBSTANCE FOR COUNTY:

By: \_\_\_\_\_

COUNTY: COUNTY OF SONOMA

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM FOR COUNTY:

By: \_\_\_\_\_

County Counsel

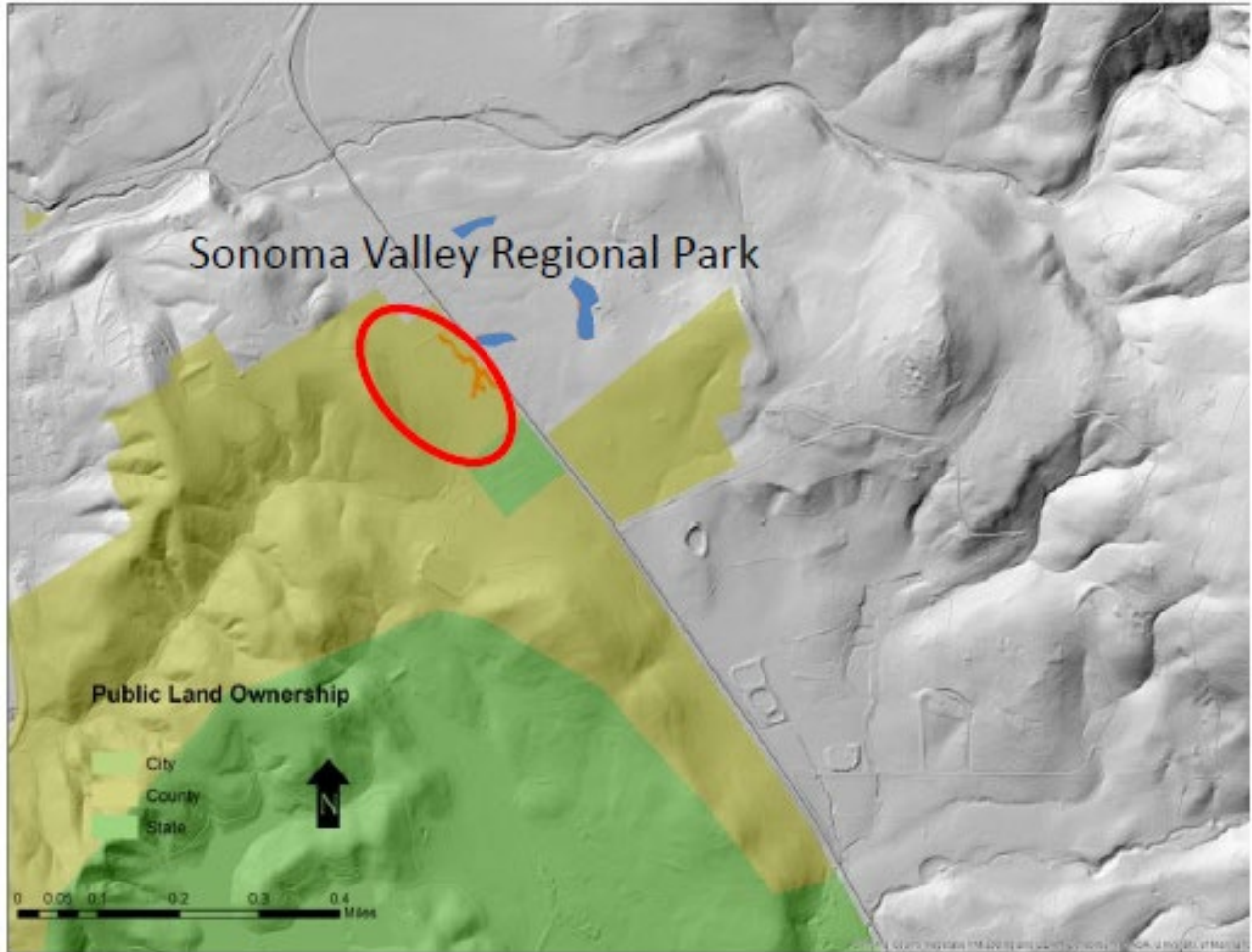
Date: \_\_\_\_\_

## Exhibit A: Site Maps

Map 1: Laguna de Santa Rosa Trail Balletto Field Vernal Pool Project Area Location



Map 2: Sonoma Valley Regional Park Vernal Pool Project Area Location



## Exhibit B: Permitted Activities

- 1) **INVASIVE SPECIES:** The greatest threats to the vernal pool ecosystem on the Property are the expansion of invasive species and the accumulation of thatch. Treatment of invasive species may include limited herbicide. Any herbicide use must be agreed to in writing and follow Regional Parks Integrated Pest Management (IPM) policy. All herbicide use must be reported to the County Agricultural Commissioner and Regional Parks.
  - a) Conduct detailed mapping of high priority satellite patches of these species listed:
    - i. Himalayan blackberry
    - ii. Pepperweed
    - iii. Reed Canary grass
    - iv. Medusa head
  - b) Treatment of invasive species:
    - i. Pepperweed – prescribed fire, grazing, limited herbicide.
    - ii. Reed Canary Grass – prescribed fire, grazing, limited herbicide
    - iii. Himalayan blackberry weed whack and herbicide
    - iv. Medusa head – strategic mowing and burning
2. **TREATMENTS (DISTURBANCES):** Disturbance is critical in vernal pool landscapes to maintain native plant diversity by reducing thatch build-up and suppressing expansion of non-native species. Additionally, disturbance is critical to reduce fire fuels.
  - a) Grazing – determine most effective timing, intensity, duration, and livestock
  - b) Mowing, raking, and baling – may implement if grazing ceases or becomes ineffective
  - c) Prescribed fire – the feasibility of using prescribed fire will be determined by professional trained contractors, staff, and must be approved in advance in writing by Regional Parks
3. **RESTORATION:** The Property provides an excellent opportunity to implement vernal pool complex restoration, including re-introducing endangered plants and other native vernal pool species to wetlands where they have become extirpated, replanting valley oaks and expanding existing populations of other upland natives.
  - a) Wetland restoration – encourage the growth of native species and populations of special status species, Sonoma sunshine and Sebastopol meadowfoam, into vernal pool habitat after the invasives and thatch have been managed through bulking seed in a nursery to augment the existing population
  - b) Upland restoration – strategically plant appropriately sourced local valley oaks either by planting small saplings/seedlings or directly sowing acorns; propagate and plant native upland wildflowers such as mules ears and soap root on-site
4. **EDUCATION:**
  - a) Stewardship events – events may include hosting volunteers on Stewardship workdays to participate in the manual treatment of invasives such as raking and mowing thatch, clipping, and restoration activities such as planting native species.



**Exhibit C**

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

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

**1. Workers Compensation and Employers Liability Insurance**

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

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

**2. General Liability Insurance**

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Consultant is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the County.
- d. County of Sonoma 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 limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

### 4. Professional Liability/Errors and Omissions Insurance

- a. Minimum Limits: \$1,000,000 per claim or per occurrence; \$1,000,000 annual aggregate.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County.
- c. If Consultant’s services include: (1) programming, customization, or maintenance of software: or (2) access to individuals’ private, personally identifiable information, the insurance shall cover:
  - i. Breach of privacy; breach of data; programming errors, failure of work to meet contracted standards, and unauthorized access; and
  - ii. Claims against Consultant arising from the negligence of Consultant, Consultant’s employees and Consultant’s subcontractors.
- d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- e. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- f. Required Evidence of Insurance: Certificate of Insurance specifying the limits and the claims-made retroactive date.

### 5. Standards for Insurance Companies



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

## 6. Documentation

a. The Certificate of Insurance must include the following reference: [Laguna Foundation Vernal Pool Project](#).

b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.

The name and address for Additional Insured endorsements and Certificates of Insurance is:

Sonoma County Regional Parks  
2300 County Center Dr. Suite 120-A

c. Santa Rosa, CA 95403 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.

e. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

## 7. Policy Obligations

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

## 8. Material Breach

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