

CHANSLOR INTERIM PROPERTY MANAGEMENT AGREEMENT

This agreement ("Agreement"), effective upon the date of execution ("Effective Date") is by and between the Sonoma County Agricultural Preservation and Open Space District, a California special district (hereinafter "District"), and County of Sonoma, Regional Parks, a political subdivision of the State of California ("County").

RECITALS

WHEREAS, County represents that it is a duly qualified in operation and maintenance services of coastal properties including property maintenance and repair, operation of day use public access, project coordination, construction project permitting, bid process coordination, and construction oversight services, and gathering and submittal of required documentation, 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 County to provide property operation and maintenance services at Chanslor Ranch through December 31, 2026 (12/31/26) if the transfer of the property is not completed before that date; and

WHEREAS, County was retained by District in August 2023 to provide these routine operation and maintenance services and has continued to provide these essential services notwithstanding the expiration of the July 2025 agreement. Through this Agreement, the parties intend to authorize a reimbursement payment to the County for these services, which have been essential to support the District's ability to keep the subject property open for the benefit of the public.

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

AGREEMENT

1. Scope of Services.

1.1 County's Specified Services. County shall perform the services described in Tasks 1 and 2 in Exhibit A (Scope of Work), attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"). Additional or non-routine work, such as described in Tasks 3, 4, and 5, will be authorized and performed only with written authorization signed by District and County in a form attached hereto as Exhibit B ("Task Order"). For any additional or non-routine work to be performed under this Agreement, District and County will establish and agree on the following information, which agreement shall be reflected in each Task Order:

- a. Specific description of tasks to be performed;

- b. Identification of any tasks deemed to be design professional services as defined under Government Code section 2782.8;
- c. Time allowed to perform work;
- d. Schedule for deliverables;
- e. Hourly labor rates for assigned personnel and a not-to-exceed cost or a lump sum if appropriate;
- f. List of key personnel, if applicable;
- g. List of authorized subcontractors, if applicable; and
- h. Project-specific items to be provided by District.

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

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

DISTRICT PROJECT LEAD	PARKS PROJECT LEAD
Name: Sheri Emerson	Name: David Robinson
Address: 747 Mendocino Avenue – Suite 100 Santa Rosa, CA 95401	Address: 400 Aviation Blvd, Suite 100 Santa Rosa, CA 95403
Phone: 707-565-7358	Phone: 707-565-2041
Email: Sheri.Emerson@sonomacounty.gov	Email: david.robinson@sonomacounty.gov

1.3 Performance Standard. County 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 County's profession. District has relied upon the professional ability and training of County as a material inducement to enter into this Agreement. County hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor’s work by District shall not operate as a waiver or release. If District determines that any of County'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 County to meet with District to review the quality of the work and resolve matters of concern; (b) require County to repeat the work at no additional charge until it is satisfactory;

1.4 Assigned Personnel.

- a. County shall assign only competent personnel to perform work

hereunder.

- b. In the event that any of County's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of County's control, County shall be responsible for timely provision of adequately qualified replacements.

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

For all services rendered between July 1, 2026 and March 31, 2026, County shall be reimbursed for its actual costs on a time and material/expense basis in accordance with the budget set forth in Exhibit A.

For all services and incidental costs required hereunder during the Term, County shall be paid on a time and material/expense basis in accordance with the budget set forth in Exhibit A, provided, however, that total payments to County shall not exceed **Two Hundred Five Thousand Dollars (\$205,000.00)** without the prior written approval of District. Upon completion of work, County shall submit its invoice for payment and shall identify the services completed and the amount charged.

The invoices shall show or include:

- Name: County of Sonoma, Regional Parks
- Name of Project: Operations and Maintenance Chanslor Ranch
- District Contract Number: Contract # 1613
- Payment remittance address
- Copies of all subcontractor invoices, if any
- Description of services performed
- The hourly rate or rates of the persons performing the task, not-to-exceed the rates set forth in Exhibit A or the Task Order
- The time in quarter hours devoted to the task(s)
- Copies of receipts for reimbursable materials/expenses, if any, and
- Any other information requested by the District.

Expenses not expressly authorized by the Agreement shall not be reimbursed. Unless otherwise noted in this Agreement, payments shall be made within the normal course of District business after presentation of an invoice in a form approved by the District for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the District in its sole discretion.

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

or courier service. Notices, bills, and payments shall be addressed as follows:

TO DISTRICT: Sonoma County
Agricultural Preservation and Open Space District
747 Mendocino Avenue
Santa Rosa, CA 95401

Invoices shall be electronically submitted to: apospd.ap@sonomacounty.gov on a quarterly basis.

TO COUNTY: Regional Parks
400 Aviation Blvd, Suite 100
Santa Rosa, CA 95403
Email: david.robinson@sonomacounty.gov
Phone: 707-565-2041

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.

4. Term of Agreement. The term of this Agreement shall be from **April 1, 2026 to December 31, 2026** or until the date that fee title to the property transfers to County, whichever is sooner, unless terminated earlier in accordance with the provisions of Article 5 below.

5. Termination.

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

5.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should County 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 County written notice of such termination, stating the reason for termination.

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

5.4 Payment Upon Termination. Upon termination of this Agreement by District, County shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by County 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, County shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if District terminates the Agreement for cause pursuant to Section 5.2, District shall deduct from such amount the amount of damage, if any, sustained by District by virtue of the breach of the Agreement by County.

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

7. Insurance. The District and the County mutually represent and acknowledge that they are self-insured or are insured through a pooled-risk joint powers authority, that they have exchanged documentation evidencing the other's self-insurance program and that the programs represent reasonable assurance of the ability of each to perform their respective obligations under this Agreement.

8. Prosecution of Work. The execution of this Agreement shall constitute County'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 County's performance of this Agreement shall be extended by a number of days equal to the number of days County has been delayed.

9. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the General Manager in a form approved by County Counsel. The District's Board of Directors must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, District personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of County 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 County shall be entitled to no compensation whatsoever for the performance of such work. County further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the District.

10. Representations of County.

10.1 Standard of Care. District has relied upon the professional ability and training of County as a material inducement to enter into this Agreement. County 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 County's work by District shall not operate as a waiver or release.

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

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

10.4 Taxes. County agrees to comply with all applicable state and federal law related to

taxation as may apply to this contract.

- 10.5 Records Maintenance. County 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. County shall maintain such records for a period of four (4) years following completion of work hereunder.
- 10.6 Conflict of Interest. County and District each acknowledge that they are subject to conflict of interest laws of the State of California, and shall act in compliance with all applicable laws as relate to the performance and/or payment under this Agreement.
- 10.7 Statutory Compliance/Living Wage Ordinance. County agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, County expressly acknowledges and agrees that this Agreement may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.
- 10.8 Nondiscrimination. Without limiting any other provision hereunder, County shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religious creed, belief or grooming, sex (including sexual orientation, gender identity, gender expression, transgender, pregnancy, childbirth, medical conditions related to pregnancy, childbirth or breast feeding), marital status, age, medical condition, physical or mental disability, genetic information, military or veteran status, or any other legally protected category or prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.
- 10.9 AIDS Discrimination. County agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.
- 10.10 Assignment of Rights. County 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 County in connection with this Agreement. County 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. County'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. County shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of District.

10.11 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by County or County's subcontractors, Countys, 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, County 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. County may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of District.

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

11. Prevailing Wages. If County engages any contractors in the completion of the scope of work for this Agreement, County shall ensure that such work is compliant with Labor Code Section 1720 *et seq.*

12. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits District's right to terminate this Agreement pursuant to Article 5.

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

14. Miscellaneous Provisions.

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

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

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

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

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

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

14.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure

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

SONOMA COUNTY REGIONAL PARKS

SONOMA COUNTY AGRICULTURAL
PRESERVATION AND OPEN SPACE
DISTRICT

By: _____
Bert Whitaker,
Director

By: _____
Misti Arias,
General Manager

Date: _____

Date: _____

APPROVED AS TO FORM FOR REGIONAL
PARKS:

APPROVED AS TO FORM FOR DISTRICT:

By: _____
Elizabeth Coleman,
Deputy County Counsel

By: _____
Lisa Pheatt,
Deputy County Counsel

Date: _____

APPROVED AS TO SUBSTANCE FOR
DISTRICT:

By: _____
Sheri Emerson,
Stewardship Manager

Date: _____

Exhibit A

Chanslor Ranch – Interim Public Access Operation and Routine Maintenance

Scope of Work and Cost Estimate

Regional Parks will provide services as described below. Such services will include typical park operations and maintenance and repair of the Chanslor Ranch Property.

Regional Parks will coordinate regularly with Ag + Open Space staff regarding planned, in process, and completed work. Regional Parks may suggest recommended work/tasks to District which may be authorized at the District's discretion with written confirmation of the same via an executed Task Order. Tasks 1 and 2 are routine maintenance and public operation services and do not require a separate task order. Tasks 3, 4, 5, and any other tasks require a Task Order.

Task 1: Reimbursement of routine maintenance and public operation costs July 1, 2025 to March 31, 2026 (nine months)

Budget not to exceed: \$75,000

Regional Parks has provided ongoing public access management, operations, and physical maintenance during this period, including:

Public Operations

- Daily vehicular and foot patrols for public safety presence
- Rule enforcement and visitor contact
- Visitor engagement, safety response, and issue resolution

Site Maintenance & Servicing

- Daily trash collection, litter abatement, and debris removal
- Ordering and oversight of 1 ADA, 1 standard portable toilet, and 1 wash station (serviced 2x per week)
- Servicing coordination of up to 2 dumpsters
- Ongoing inspection and maintenance of public access areas

Trail & Grounds Maintenance

- Rock import and placement for trail armoring and surfacing
- Erosion control and drainage improvements
- Brushing and vegetation management
- Access road maintenance
- Fence, gate, and signage repairs

Task 2: Routine maintenance and public operation April 1, 2026 to end of Term

Budget not-to-exceed: \$75,000

This task order will continue the same operational and maintenance model to ensure safe interim public access until transfer.

Public Operations

- Daily patrols and public safety presence
- Rule enforcement and compliance monitoring
- Visitor interaction and issue response

Maintenance & Grounds

- Ongoing trash and debris removal
- Continued portable restroom servicing (1 ADA, 1 standard, 1 wash station; 2x per week)
- Dumpster servicing and wildlife-friendly trash container maintenance
- Trail stabilization and additional rock armoring (estimated material allocation ~\$10,000)
- Erosion repair and drainage maintenance
- Fence, signage, and minor facility repairs
- Defensible space and vegetation management

Task 3: Boat House removal and cleanup

Budget not to exceed: \$5,000

Including structural demolition, debris hauling, and site stabilization

Task 4: Barn Repairs

Budget not to exceed: \$15,000

\$10,000 for floor repair including removing existing laminate, as needed joist repair/replacement, and installing subfloor throughout.

\$5,000 for roof leak repairs/sealing.

Task 5: Main residence roof repair/replacement

Budget not to exceed: \$35,000

Large roof is failing, will need gutters and downspouts, venting, sheathing, dry rot repairs, etc.

Total - \$205,000

**Exhibit A
Rate Sheet**

ASSIGNMENT TITLE	UNIT CODE	WAGE RATE	WEIGHTED RATE
ADMINISTRATIVE AIDE	SAL RES UNR 0000	\$45.11	\$89.24
CHIEF PARK RANGER	SCLEMA 0044	\$68.01	\$131.70
DEPARTMENT ANALYST	SAL RES MGT 0050	\$56.10	\$108.25
PARK AIDE	SEIU 0005	\$28.15	\$59.90
PARK AIDE EXTRA HELP	SEIU 0005	\$23.15 - \$26.81	\$25.52 - \$29.51
PARK MANAGER	SAL RES MGT 0050	\$80.80	\$154.46
PARK OPERTIONS ASSISTANT	SEIU 0005	\$37.98	\$76.91
PARK PROGRAM ASSISTANT	SEIU 0005	\$38.93 - \$39.88	\$78.55 - \$80.19
PARK RANGER ASSISTANT	SEIU 0005	\$30.09 - \$34.83	\$63.26 - \$71.46
PARK RANGER ASSISTANT EXTRA HELP	SEIU 0005	\$28.66 - \$34.83	\$31.52 - \$38.25
PARK RANGER I	SCLEA 0040	\$42.77	\$85.19
PARK RANGER I	SCLEA 0040	\$38.79	\$78.31
PARK RANGER II	SCLEA 0040	\$46.56	\$91.75
PARK RANGER III	SEIU 0095	\$52.19 - \$54.80	\$103.54 - \$106.00
PARKS GROUNDS MAINTENANCE SUPERVISOR	SEIU 0095	\$49.36 - \$53.09	\$98.5 - \$105.14
PARKS GROUNDS MAINTENANCE WORKER I	SEIU 0010	\$27.70 - \$33.67	\$30.48 - \$36.98
PARKS GROUNDS MAINTENANCE WORKER II	SEIU 0010	\$33.88 - \$39.22	\$43.03 - \$80.45
PROJECT SPECIALIST	SAL RES UNR 0000	\$61.90	\$120.82
SENIOR PARKS GROUNDS MAINTENANCE WORKER	SEIU 0010	\$39.43 - \$43.47	\$79.41 - \$88.02