

AS-NEEDED PROFESSIONAL SERVICES AGREEMENT

Baseline Services

This agreement ("Agreement"), effective upon the date of execution by the District's General Manager ("Effective Date") is by and between the Sonoma County Agricultural Preservation and Open Space District, a California special district (hereinafter "District"), Clifton Environmental LLC, a California Limited Liability Company (hereinafter "Consultant").

RECITALS

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

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

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

AGREEMENT

Scope of Services.

1.1 **Consultant's Specified Services.** Consultant shall perform the services described in Exhibit A, attached hereto and incorporated herein by reference (hereinafter "Scope of Work") as requested from time to time by District in its sole discretion. Work will be authorized and performed only upon written authorization signed by District and Consultant in a form attached hereto as Exhibit B ("Task Order"). Prior to work being performed under this Agreement, District and Consultant will establish and agree on the following information, which shall be reflected in the Task Order:

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

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

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

DISTRICT PROJECT LEAD	CONSULTANT PROJECT LEAD
Name: Simon Apostol	Name: Estelle Clifton
Address: 747 Mendocino Avenue – Suite 100 Santa Rosa, CA 95401	Address: PO Box 5 Calpella, CA 95418
Phone: 707-565-4292	Phone: 707-234-1978
Email: simon.apostol@sonoma-county.org	Email: estelle@cliftonenvironmental.net

1.3 Performance Standard. Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. District has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by District shall not operate as a waiver or release. If District determines that any of Consultant's work is not in accordance with such level of competency and standard of care, District, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with District to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 5; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

- a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time District, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from District.
- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by District to be key personnel whose services were a material inducement to District to enter into this Agreement, and without whose services District would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of District. With respect to performance under this Agreement, Consultant shall employ the following key personnel: Consultant Name, and associated staff described in Exhibit A, Scope of Work.

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

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

Total payments to Consultant hereunder shall not exceed Seventy-Five Thousand Dollars (\$75,000.00), without the prior written approval of District.

For all services and incidental costs required hereunder, Consultant shall be paid on a time and material/expense basis in accordance with the rates set forth in Exhibit A, and in accordance with the Task Order authorizing Consultant to proceed with the work. Consultant will submit to District, as an attachment to the Task Order, a description of the task(s) to be performed, and include an estimate of costs for labor, equipment, material, and all other foreseeable costs associated with the scheduled work.

Upon completion of work, Consultant shall submit its bill(s) for payment in a form approved by the District. The invoices shall show or include:

- Consultant Name: Clifton Environmental LLC
- Name of Project: As-Needed Baseline Documentation and Environmental Consulting Services
- District Contract Number: Contract # 1561
- Payment remittance address
- Copies of all subconsultant invoices, if any
- Description of services performed
- The hourly rate or rates of the persons performing the task, not-to-exceed the rates set forth in Exhibit A
- The time in quarter hours devoted to the task(s)
- Copies of receipts for reimbursable materials/expenses, if any, and
- Any other information requested by the District.

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

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

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the District shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this agreement, for payment and reporting to the California Franchise

Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

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

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

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

TO CONSULTANT:	Clifton Environmental LLC P.O. Box 5, Calpella, CA, 95418 Email: estelle@cliftonenvironmental.net Phone: 707-234-1978
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When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

3. Term of Agreement. The term of this Agreement shall be from Effective Date and expire on June 30, 2028 (06/30/2028) unless terminated earlier in accordance with the provisions of Article 5 below. The District, at its option, shall have the right to extend

the Term of the Agreement for two additional one-year periods by providing notice to Contractor.

5. Termination.

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

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

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

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

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

6. Indemnification. Consultant agrees to accept all responsibility for loss or damage to any person or entity, including District, and to indemnify, hold harmless, and release District, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant,

that arise out of, pertain to, or relate to Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against District based upon a claim relating to such Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant's obligations under this Section apply whether or not there is concurrent or contributory negligence on District's part, but to the extent required by law, excluding liability due to District's conduct. District shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

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

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

9. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed

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

10. Representations of Consultant.

10.1 Standard of Care. District has relied upon the professional ability and training of

Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by District shall not operate as a waiver or release.

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

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

10.4 Taxes. Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold District harmless from any liability which it may incur to the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case District is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish District with proof of payment of taxes on these earnings.

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

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

"Statement of Economic Interest" with District disclosing Consultant's or such other person's financial interests.

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

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

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

10.10 Assignment of Rights. Consultant assigns to District all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to District in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as District may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of District. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of District.

10.11 Ownership and Disclosure of Work Product. All reports, original drawings, graphics,

plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of District. District shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to District all such documents, which have not already been provided to District in such form or format, as District deems appropriate. Such documents shall be and will remain the property of District without restriction or limitation. Consultant may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of District.

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

11. 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.

12. 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.

13. Miscellaneous Provisions.

13.1 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.

13.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void,

or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and District acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and District acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

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. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

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

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

14.10. Counterpart; Electronic Signatures. The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF) or other transmission method, and any counterpart so delivered shall be deemed to

[illegible]

O- 1561 | Clifton Environmental LLC | As- Needed Baseline Documentation and Environmental Consulting

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

CONSULTANT: Consultant Business Name.

SONOMA COUNTY AGRICULTURAL
PRESERVATION AND OPEN SPACE DISTRICT

By: _____
Estelle Clifton,
Principal Forester & Botanist

By: _____
Misti Arias,
General Manager

Date: _____

Date: _____

APPROVED AS TO FORM FOR DISTRICT:

By: _____
Lisa Pheatt,
County Counsel

Date: _____

APPROVED AS TO SUBSTANCE FOR DISTRICT:

By: _____
Jennifer Kuszmar,
Acquisition Manager

Date: _____

CERTIFICATES OF INSURANCE ON
FILE WITH THE DISTRICT:

By: _____
Michelle Nozzari,
Administrative Aide

Date: _____

EXHIBIT A

Scope of Work

Key Personnel and Area of Expertise: Consultant's core team for the on-call services will include:

- Estelle Clifton, Registered Professional Forester
- Paula Gaska, Botany Technician and Project Manager
- Jun Takeda, Forestry Technician

Registered Professional Forester License for Estelle Clifton:

Registration #: 2858

Expiration: TBD

Contract Procedures and Protocol:

All work under this As-Needed Agreement will be initiated by a District staff member. Specific details of each work assignment will be determined during project initiation, including the specific project scope of work, schedule for completion of the project scope and price, which will be set in accordance with Section 2 Payment of the Agreement.

For each project, the District may prepare a request for a project cost estimate from one or more consultants for a specific task or group of tasks. For complex projects where on-site inspection may be necessary to clarify the anticipated scope of work, a pre-quote conference may be held by District staff at the work site. If a pre-quote conference is scheduled by District staff, Consultant shall attend the conference. Consultant will respond to the District's request for project cost estimate with a written quote which shall include a description of the work to be performed and the proposed cost for all related services and materials. The District reserves the right to request clarification of a submitted project cost estimate. Based on the cost estimate submitted, the District will select a consultant based on its assessment of a consultant's capacity, qualifications, and record of service with the District and/or other clients, as well as the proposed cost for the project. The District may select the lowest cost estimate, but reserves the right to consider other factors in determining which consultant to use for any specific Scope of Work. A Task Order will be prepared for the selected consultant based on the estimate received. The Task Order (see Exhibit B: Task Order) must be signed by District staff and the consultant prior to the commencement of work.

Background Materials to be Provided by District:

District staff will coordinate initial site visits where necessary and may provide Consultants with relevant materials such as:

- Project Description

- Location Map/Site Map
- Ag + Open Space staff's Site Assessment Report and Map, if available
- Draft or final Conservation Easement
- Draft or final Matching Grant Agreement, Transfer Agreement, Recreation Covenant, etc, if applicable.
- Any legal agreements pertaining to the Property (i.e., funding grants, life estates, cultural access agreements, etc.)
- Property Appraisals and Title Reports, if available
- GIS layers of conservation easement boundary, any easement-designation areas, County protected lands, parcel ownership, County general plan, USGS Digital Ortho Quads, aerial imagery, and other layers as needed (will include terms and conditions of use of data)
- Information regarding any known cautions or restrictions that must be observed while on Property
- Ag + Open Space's Baseline Documentation Template and project-specific guidelines, if applicable
- Ag + Open Space standard guidelines including:
 - GIS Guidelines
 - GIS style file/templates for approved symbology

Scope of Work:

Consultant will carry out as-needed services for various properties. Consultant shall provide all equipment and software necessary to complete Tasks described below:

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

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

1. Access to all project reports, aerial photographs, and maps relating to the site's environmental and cultural resources in order to support consultant in executing the described scope of services in an efficient manner. Site plans and project-specific GIS layers will be provided at Ag + Open Space's expense.
2. Access to the property as needed and in coordination with the landowner.
3. Access to Ag + Open Space data layers, databases, mapping templates, and GIS data for analysis.

Task 2	Background Research
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Consultant will gather detailed information about the relevant property by researching Ag + Open Space-provided background materials and other available literature and discussing the Project with Ag + Open

Space staff, landowner, and/or other relevant parties. Particular attention must be given to the provisions of, and values protected by, the conservation easement at issue in the baseline.

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

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

Task 4	Baseline Report Writing
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Consultant(s) will prepare Baseline Reports, including text narratives, map exhibits, and photograph exhibits, following Ag + Open Space's Baseline Documentation Template (Attachment 5). Baseline reports will include all requested information and language following Ag + Open Space standards but tailored to project specific guidance and incorporating recommendations and observations made by Consultant(s).

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

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

1. Forest Condition Assessment

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

2. Stand Survey/Cruise

Conduct timber stand surveys according to best professional/industry standards

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

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

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

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

Survey for special status or other species of interest. Surveys for special status species shall be conducted in compliance with applicable regulatory protocols for the specific species. Consultant shall indicate species for which they have an incidental take permit, for example when using an electrofisher to sample fish populations.
2. Wildlife Monitoring
 - a. Design and establish motion-sensor camera wildlife monitoring and apply other non-invasive monitoring methodologies to capture actual populations and presence surveys will be useful.
 - b. Observational documentation of wildlife including bird listening surveys or other field methods.
3. Habitat Assessments
 - a. Complete wildlife permeability assessments to evaluate conservation value of a property to improve wildlife habitat conditions and connectivity, including inventory of on-site

and surrounding infrastructure that may create barriers to wildlife passage (roads, fencing, etc).

- b. Assessment of potential of spreading nonnative or opportunistic animal species (e.g., barred owl, bullfrog) that may impact habitat functions and conservation values of a given property.
- c. Field verification of sensitive habitats species and presences, utilizing pre-existing records from the California Natural Diversity Database and other sources.

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

- 1. Habitat and Resource Mapping
 - d. Reconnaissance-level vegetation community classifications, including identification of rare or high priority habitats to inform easement design and property management.
 - e. Invasive species mapping and treatment recommendations.
 - f. Rare or threatened species survey, mapping, and identification, including field verification of sensitive habitats species and presences, utilizing pre-existing records from the California Natural Diversity Database and other sources.

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

- 1. Stream and Riparian Surveys

Stream assessments characterizing habitat and geomorphological conditions including temperature, shade cover, substrate, and fish passage barriers. Habitat Inventory Methods for streams may follow procedures outlined in the California Salmonid Stream Habitat Restoration Manual or other generally accepted methodologies (<https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=22610&inline>).
- 2. Wetlands

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

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

Rate Sheet

Clifton Environmental LLC - RATE SCHEDULE

January 1, 2025

Hourly charge rates include payroll costs, overhead, and profit. Hourly services are billed from portal to portal.

Position	Hourly Rate
Principal Professional Forester	\$150.00
Professional Forester	\$130.00
Lead Forest Technician	\$100.00
Forest Technician	\$90.00
Project Manager	\$110.00
GIS Analyst	\$120.00
Biometrician	\$150.00
Senior Biologist	\$130.00
Biologist	\$120.00
Biologist Technician	\$90.00
Planner	\$120.00
Labor Technician	\$80.00
Clerical	\$60.00

The following direct charges are in addition to the hourly charge rates set forth above:

Field supplies (flagging, paint, etc.)	Cost + 10%
Project required equipment expenditures	Cost + 10%
Fees (permit, verification, etc.)	Cost + 10%
Outside consultant/contractor services	Cost + 15%
Overnight per diem	At applicable GSA rate
Vehicle mileage	\$0.75/mile
All-Terrain Vehicle (ATV)	\$75/day
Side by Side vehicle (UTV)	\$300/day
Utility Trailer	\$100/day
Dump Trailer	\$300/day
Chain Saw	\$50/day
Copies – black and white	\$0.12/each
Copies – color	\$0.25/each
GIS Plotted Map (B size)	\$5.00/each
GIS Plotted Map (C size)	\$10.00/each
GIS Plotted Map (D size)	\$15.00/each

* Rates may be raised on an annual basis subject to the prior written approval of the Ag + Open Space General Manager

* Ag + Open Space does not guarantee any minimum or maximum amount of work to be completed under any as-needed agreement.



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

Task Order

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

PROJECT NAME: _____ PROPERTY NUMBER IF APPLICABLE: _____

TASK: _____

AG + OPEN SPACE CONTRACT & PROJECT LEAD:

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

CONTRACTOR:

Company name: _____ Phone: _____

Address: _____

Authorized Signer _____ Email: _____

Name authorized subcontractors: _____

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

Deliverables: _____

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

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

ACCOUNT CODES:

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

CONTRACTOR:

BY: _____
CONTRACTOR SIGNATURE

PRINT NAME

DATE

AG + OPEN SPACE:

BY: _____
PROJECT LEAD SIGNATURE

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

AFTER COLLECTING ABOVE SIGNATURES, SUBMIT TO ADMINISTRATIVE AIDE

Exhibit C



Insurance Requirements

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

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

1. Workers Compensation and Employers Liability Insurance

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

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

2. General Liability Insurance

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

behalf of the Consultant in the performance of this Agreement.

- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Consultant and include a “separation of insureds” or “severability” clause which treats each insured separately.
- h. Required Evidence of Insurance:
 - i. 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 Limit: \$1,000,000 per claim or per occurrence.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000 it must be approved in advance by County.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- e. Required Evidence of Insurance: Certificate of Insurance specifying the limits and the claims-made retroactive date.

5. Standards for Insurance Companies

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

6. Documentation

- a. The Certificate of Insurance must include the following reference: 1561 As Needed Baseline Services.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.

- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: Sonoma County Agricultural Preservation and Open Space District, its officers, agents and employees, 747 Mendocino Avenue, Suite 100, Santa Rosa, CA 95401.
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

7. Policy Obligations

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

8. Material Breach

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