

# Staff Report 07

## **APPLICANT:**

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California Department of Fish and Wildlife

## **PROPOSED ACTION:**

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Issuance of a General Lease – Public Agency Use

## **AREA, LAND TYPE, AND LOCATION:**

Sovereign land in Hudeman Slough, a tributary of Sonoma Creek, adjacent to 28000 Skaggs Island Road, near Sonoma, Sonoma County.

## **AUTHORIZED USE:**

Removal of an existing public boat launch ramp, gangway, 3-section boarding dock, and 21 wood pilings; and construction, use, and maintenance of a public boat launch ramp with an Americans with Disabilities Act (ADA) compliant transfer platform, gangway, 3-section boarding dock, access ramp, a low freeboard dock, and 21 cement pilings.

## **TERM:**

25 years, beginning December 9, 2022.

## **CONSIDERATION:**

The public use and benefit, with the State reserving the right at any time to set a monetary rent if the Commission finds such action to be in the State's best interests.

## **SPECIFIC LEASE PROVISIONS:**

- Lessee agrees and acknowledges hazards associated with sea level rise may require additional maintenance or protection strategies regarding the improvements on the Lease Premises.
- Within 60 days of completing the construction of authorized improvements, Lessee will provide Lessor with photographs and a set of "as-built" plans that will show where the improvements have been placed. Lessor shall then replace

Exhibit A (Land Description) and Exhibit B (Site and Location Map) to this Lease as necessary to accurately reflect the final location of the authorized improvements. Once approved by Lessor's Executive Officer or designee and Lessee, the revised Exhibits shall replace the Exhibits incorporated in the Lease at the time of Lease execution. The revised Exhibits shall be incorporated in this Lease as though fully set forth herein.

- Lessee shall comply with the Mitigation Monitoring and Reporting Program described in Exhibit C for the Hudeman Slough Boat Launch Improvement Project adopted by Lessor except as modified specifically by this Lease. In the event of any conflict between the provisions of the Mitigation Monitoring and Reporting Program and this Lease, the provision of the Lease shall prevail.

## **STAFF ANALYSIS AND RECOMMENDATION:**

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### **AUTHORITY:**

Public Resources Code sections 6005, 6216, 6301, 6501.1, 6503, 6503.5, and 6505.5; and California Code of Regulations, title 2, section 2000 and 2003.

### **PUBLIC TRUST AND STATE'S BEST INTERESTS:**

On May 24, 1962, the Commission authorized Permit Number PRC 2887, a 49-year permit to the California Department of Fish and Game, now known as the California Department of Fish and Wildlife (CDFW), for the construction, use, and maintenance of a public fishing access facility including a float and boat launching ramp at Hudeman Slough ([Item 23, May 24, 1962](#)).

The Hudeman Slough Boat Launch facility is a 0.13-acre facility located on a 4.4-acre parcel owned by CDFW. It is situated on the east bank of Hudeman Slough, a tributary of Sonoma Creek, and located about eight miles southwest of Sonoma in Sonoma County. The facility is located north of the United States Navy vehicle bridge leading to Skaggs Island.

The subject facilities have existed for 55 years at this location. The existing concrete boat launch ramp is 15 feet wide, with 6-inch wide shoulders on both sides, approximately 25 feet long, and maintains a gentle slope for most of its length. The boardwalk portion of the boat ramp measures 5 feet by 17 feet and is supported by four of the 21 wooden pilings.

The boardwalk was originally built to support the float and gangway, which were used to access watercraft being positioned onto the boat launch ramp. The immediate area of the boat launch ramp is sloped with the banks of the slough

lined by native and non-native vegetation, is located directly waterward of the upland property, and occupies a relatively small area in the slough.

In 1962, CDFW entered into a Cooperative Agreement for the Operation and Maintenance of "Hudeman Slough Angling Access Area" with the Sonoma County Department of Parks and Recreation, now known as Sonoma County Regional Parks (County). The County agreed to maintain the improvements, including keeping the access road, parking area, launching ramp, loading float, sanitary facilities, and other improvements in good repair and trash free. The County also agreed to keep it open at all times for public access without charging for use. This agreement expired in 1982, but in 1987, after an increasing need for continued support, the Operating Agreement was extended to January 12, 2022.

In 2001, the Wildlife Conservation Board (WCB) provided funding to the County to make Americans with Disabilities Act (ADA) improvements at the facility. This included gangway replacement as part of regular use and maintenance under the lease; and other improvements to the upland facility including ADA parking improvements. By the time the lease expired on May 23, 2011, the remote facility had declined in functionality due to vandalism, severe weather events, and 55 years of wear and tear.

In 2012, WCB approved a \$50,000 grant from the Wildlife Restoration Fund for design plans and California Environmental Quality Act (CEQA) documentation for a significant renovation project at the Hudeman Slough Boat Launch. In 2018, the Sonoma County Board of Supervisors authorized the County to apply for the Division of Boating and Waterways' Boat Launching Facilities program in the amount of \$1,431,000 for the construction of improvements at Hudeman Slough Boat Launch.

Also in 2018, the previously existing float and gangway were washed away from the structural boardwalk during high flow flooding events occurring in 2018-2019. The remaining improvements include the existing boat launching ramp, the boardwalk, and 21 wood pilings. Currently, the launch facility is closed, pending repairs, until it is safe for use. The lessee agrees that the facilities will not be reopened for use by the public until they have been repaired and are safe.

In December 2021, the County of Sonoma entered into an Operating Agreement with CDFW, to develop, use and operate the Hudeman Slough Public Fishing Access area for 25 years. One of the terms of the agreement states that the facility shall be made available to the public at no charge. Per the agreement, the County is responsible for the long-term operations and maintenance of the facility. In the event this Operating Agreement is terminated or the County fails to maintain

the facilities, CDFW would remain responsible for maintaining the improvements under the proposed lease.

In June 2022, CDFW and the County of Sonoma approved the final design for the renovation of this facility. These plans include a new ADA accessible launch point in addition to refurbishing the ADA features previously located on the upland. CDFW provided a copy of the final plans to the Commission and are now applying for a General Lease – Public Agency Use for removal of an existing boat launch ramp, gangway, 3-section boarding dock, and 21 wood pilings; and construction, use, and maintenance of a boat launch ramp with ADA compliant transfer platform, gangway, 3-section boarding dock, access ramp, low freeboard dock, and 21 cement pilings.

The proposed project includes demolition of the existing 55-year-old facility, and reconstruction of the boat launch ramp facility at the same location with the addition of an ADA compliant transfer platform, and replacement of the gangway, 3-section boarding dock, and access ramp. A low freeboard dock will be added and used for launching kayaks and non-motorized and other small motorized, less than 24-foot-long watercraft, and the existing 21 wood pilings will be replaced with 21 cement pilings. Additional public safety amenities will include a repaved and expanded parking lot with at least two ADA accessible spaces (one for a single car and one for a car with trailer), an ADA compliant restroom, and an ADA accessible path between the boat ramp, restroom, and parking lot.

The demolition/construction of the new boat ramp will require both water-based and land-based equipment that will be delivered via land along the main access road. Water-based work on the ramp will utilize a crane placed on a portable marine barge. This crane will establish a silt curtain around the boat ramp and construction equipment to control sediment prior to the installation of a turbidity curtain and the ramp demolition process.

The demolition of the existing boat launch ramp will include the removal of approximately 1,345-square feet of launch ramp and access pier timber, 21 wood pilings, 440-square feet of gangway/boarding dock/abandoned boarding dock aluminum, 10,000 square feet of shrubs/herbaceous vegetation, and 300-cubic yards of sediment from the boat ramp removal area.

Timber, concrete, and aluminum materials from the demolition process will be removed offsite. The sediment surrounding the boat ramp excavated during the demolition process will be dried onsite and used for fill material as deemed necessary during the project reconstruction.

A turbidity curtain will be utilized to de-water the area around the boat ramp, enabling sufficient access to the substrate where remaining old pilings material will be removed, and new ones installed. The area within the curtain will be pumped dry and periodically pumped to maintain dry conditions throughout the duration of curtain use.

During the construction process, additional excavation of sediment from the shore and within the slough channel for the construction of concrete pilings may be necessary, where 21 16-inch-diameter pilings will be imbedded into the substrate with pile driving equipment. The concrete pilings will be drilled, doweled, and capped where precast ramp panels will be mounted to the pilings.

An ADA accessible path would be constructed during or after the construction of the launch ramp. This work would require excavation and grading and pouring cast-in-place concrete. Any excess excavated material would be used onsite. Imported soil may be necessary to complete the grading for the ADA path.

The proposed parking lot reconstruction would involve striping ADA paths in the parking lot, the restroom area, and the launching ramp. The pavement work would be performed after the boat launch ramp is completed.

After completion of construction of the new boat launch ramp, it will be used to remove the marine-based equipment. Approximately 75 square feet of brackish marsh habitat, potential habitat special-status species, is anticipated to be removed during the installation of the new boat ramp, and up to 2,200 square feet of material may be temporarily disturbed during construction.

The existing poor quality seasonal wetland will be enhanced replacing the existing disturbed/ponded area with sediment excavated from the slough after the existing ramp is removed. This would create an enhanced saline-alkali seasonal wetland associated with the tidal marsh area and will be subject to monitoring. Additional areas that have been disturbed in the past will be revegetated and some areas will be plug planted and seeded with a native mix.

Habitat restoration and creation activities will include plantings of native vegetation including seeds and plants of native and non-native vegetation varieties characteristic of the area and found in similar habitats of the region.

Monthly maintenance activities in the wetlands restoration and enhancement areas during the 5-year monitoring period following planting will include erosion control and repair, inspection for vandalism and other disturbance, and inspection for invasive species.

County maintenance staff will provide maintenance and other actions as required and will be informed by the monitoring observations and reports. In wetland areas, invasive weeds will be removed once a year with mechanical means by a County-certified contractor once the wetland has dried.

An as-built report outlining the as-built conditions of the creation and restoration of wetlands will be prepared and submitted to the San Francisco Bay Regional Water Quality Control Board, U.S. Army Corps of Engineers, CDFW, and San Francisco Bay Conservation and Development Commission in accordance with permit conditions. Additionally, annual reports that discuss methodology and results will be prepared during monitoring years. These reports will be submitted in compliance with permit conditions.

Upon completion of 5 years of monitoring, a final report along with a wetlands jurisdictional determination will be sent to jurisdictional agencies. If the habitat enhancement project has met the success criteria by the end of the 5-year period, the proposed action in the final report will be for no further action.

Proposed restoration of the existing degraded seasonal wetlands will help to suppress future strong wave activity during high-wind weather events.

CDFW owns the uplands adjoining the lease premises. The subject facilities are publicly owned and maintained. The proposed boat launch ramp facility will be used for the launching and landing of boats. Recreational boating is a water-dependent use that is generally consistent with the common law Public Trust Doctrine. The proposed lease includes certain provisions protecting the public use of the proposed lease area. Furthermore, the proposed lease will not substantially impede or impair Public Trust uses in this area.

The proposed lease does not alienate the State's fee simple interest but enhances the public rights to water-related recreation. The lease is limited to a 25-year term and does not grant the lessee exclusive rights to the lease premises. Upon termination of the lease, the lessee may be required to remove all improvements from State land and restore the lease premises to their original condition.

Renewal of the lease is consistent with the common law Public Trust Doctrine because the facility will provide public outdoor and water-related recreational opportunities to visitors and residents of Sonoma County at Hudeman Slough. The facility does not require the payment of fees by the public for use. Consideration for the lease will be the public use and benefit to the people of the State.

**CLIMATE CHANGE:**

Climate change impacts, including sea level rise, increased wave activity, more frequent and intense storm events, and increased flooding and erosion, affect both open coastal areas and inland waterways in California. The subject facilities are located on Hudeman Slough, in a tidally influenced site vulnerable to flooding at current sea levels and at a higher risk of flood exposure given projected scenarios of sea level rise.

The California Ocean Protection Council updated the *State of California Sea-Level Rise Guidance* in 2018 to provide a synthesis of the best available science on sea level rise projections and rates. Commission staff evaluated the “high emissions,” “medium-high risk aversion” scenario to apply a conservative approach based on both current emission trajectories and the lease location and structures. The San Francisco tide gauge was used for the projected sea level rise scenario for the region as listed in Table 1.

**Table 1. Projected Sea Level Rise for San Francisco**

<b>Year</b>	<b>Projection (feet)</b>
2030	0.8
2040	1.3
2050	1.9
2100	6.9

Source: Table 13, State of California Sea-Level Rise Guidance: 2018 Update  
 Note: Projections are with respect to a 1991 to 2009 baseline.

This effect could increase Hudeman Slough's inundation levels within the lease area. In addition, as stated in *Safeguarding California Plan: 2018 Update* (California Natural Resources Agency 2018), climate change is projected to increase the frequency and severity of natural disasters related to flooding, drought, and storms (especially when coupled with sea level rise). In rivers and tidally influenced waterways, more frequent and powerful storms can result in increased flooding conditions and damage from storm-created debris as well as decreased bank stability and structure. Conversely, climate change-induced droughts could decrease river levels and flow for extended periods of time. Climate change and sea level rise will further influence riverine areas by changing erosion and sedimentation rates. Flooding and storm flow, as well as runoff, will likely increase scour and decrease bank stability at a faster rate.

The combination of these projected conditions could potentially raise the likelihood of damage and affect access to structures within the lease premises during the term of the lease. For example, the potential for more frequent and stronger storm

events may expose the lease area structures to higher flood risks and cause structures to be damaged or dislodged, presenting hazards to public safety as well as dangers for navigation within the channel. Conversely, prolonged drought conditions could lower water levels exposing previously submerged structures to the elements and potentially leading to increased wear and tear on the pilings and pier area. Lowered water levels could also reduce navigability of the channel, thereby increasing hazards and impacting the functionality and utility of the lease area structures.

The fixed structures on the lease premises are at low elevation and will likely need reinforcement or replacement in the future to withstand higher levels of flood exposure. In particular, the small pier area would experience periodic or continuous inundation with 1 to 2 feet of sea level rise and more frequent winter storm and tidal flooding, creating a public safety hazard. Additionally, storm conditions could dislodge, move, or damage the remaining pilings, which are already in partial disrepair, leading to public safety and further navigation hazards.

The vegetated bank provides stability and reduces the amount of erosion and scour pressure experienced during future events, but remains at risk of accelerated deterioration from currents and floods. Any exposed portions of the bank could be vulnerable to future events, and bank restoration may be required to protect the anchoring points of the lease premise structures and reduce flood impacts.

Regular maintenance, as referenced in the lease, may reduce the likelihood of severe structural degradation or dislodgement. Pursuant to the proposed lease, the Applicant acknowledges that the lease premises and adjacent upland (not within the lease area) are located in an area that may be subject to effects of climate change, including sea level rise, and may require additional maintenance or protection as a result, for which the Applicant agrees to be solely responsible.

**TRIBAL COORDINATION AND CONSULTATION:**

The Applicant contacted the California Native American Heritage Commission (NAHC) to request a search of the sacred lands file and an updated list of Native American contacts for the project area. The NAHC response letter indicated that the Sacred Lands record search was negative and provided the contact for one tribe associated with the project area: Cloverdale Rancheria of Pomo Indians. An outreach letter was sent to the Cloverdale Rancheria of Pomo Indians on June 15, 2021, but no response was received. In a mitigated Negative Declaration (MND) prepared by the Applicant for the project, the Applicant evaluated impacts to Tribal cultural resources and imposed mitigation measures which provide inadvertent discovery measures for the protection of archeological and Tribal cultural resources.



**CONCLUSION:**

For all the reasons above, staff believes the issuance of this lease will not substantially interfere with Public Trust needs at this location, at this time, and for the foreseeable term of the proposed lease; is consistent with the common law Public Trust Doctrine; and is in the best interests of the State.

**OTHER PERTINENT INFORMATION:**

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1. Approval or denial of the application is a discretionary action by the Commission. Each time the Commission approves or rejects a use of sovereign land, it exercises legislatively delegated authority and responsibility as trustee of the State's Public Trust lands as authorized by law. If the Commission denies the application, the Applicant, as the prior lessee and owner of the improvements on state land, may be required to remove the boat launch ramp, boardwalk, and 21 pilings and restore the premises to their original condition. The lessee has no right to a new lease or to renewal of any previous lease.
2. This action is consistent with the "Leading Climate Activism" and "Meeting Evolving Public Trust Needs" Strategic Focus Areas of the Commission's 2021-2025 Strategic Plan.
3. A Mitigated Negative Declaration, State Clearinghouse No. 2015022061, was prepared for this project by the County of Sonoma (County) and adopted on January 9, 2018, and an Addendum prepared in March 2021. As part of its project approval, the County adopted a Mitigation Monitoring and Reporting Program. Staff reviewed these documents and prepared an independent Mitigation Monitoring Plan (attached, Exhibit C) that incorporates the County's document and recommends its adoption by the Commission.
4. This activity involves lands identified as possessing significant environmental values pursuant to Public Resources Code section 6370 et seq., but such activity will not affect those significant lands. Based upon staff's consultation with the persons nominating such lands and through the CEQA review process, it is staff's opinion that the project, as proposed, is consistent with its use classification.

**APPROVALS OBTAINED:**

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California Department of Fish and Wildlife

## **APPROVALS REQUIRED:**

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U.S. Army Corps of Engineers  
San Francisco Bay Regional Water Quality Control Board  
San Francisco Bay Conservation and Development Commission

## **EXHIBITS:**

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- A. Land Description
- B. Site and Location Map
- C. Mitigation and Monitoring Plan
- D. Operating Agreement

## **RECOMMENDED ACTION:**

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It is recommended that the Commission:

### **CEQA FINDING:**

Find that a Mitigated Negative Declaration, State Clearinghouse No. 2015022061, an Addendum, and a Mitigation Monitoring and Reporting Program were prepared by the Sonoma County Regional Parks Department and adopted on January 9, 2018, for this project, and that the Commission has reviewed and considered the information contained therein; that in the Commission's independent judgment, the scope of activities to be carried out under the lease to be issued by this authorization have been adequately analyzed; that none of the events specified in Public Resources Code section 21166 or the State CEQA Guidelines section 15162 resulting in any new or substantially more severe significant impact has occurred; and, therefore no additional CEQA analysis is required.

Adopt the Mitigation Monitoring Program, as contained in the attached Exhibit C.

### **PUBLIC TRUST AND STATE'S BEST INTERESTS:**

Find that the proposed lease will not substantially impair the public rights to navigation and fishing or substantially interfere with the Public Trust needs and values at this location, at this time, and for the foreseeable term of the lease; is consistent with the common law Public Trust Doctrine; and is in the best interests of the State.

**SIGNIFICANT LANDS INVENTORY FINDING:**

Find that this activity is consistent with the use classification designated by the Commission for the land pursuant to Public Resources Code section 6370 et seq.

**AUTHORIZATION:**

1. Authorize issuance of a General Lease – Public Agency Use to the Applicant beginning December 9, 2022, for a term of 25 years, for removal of an existing boat launch ramp, gangway, 3-section boarding dock, and 21 wood pilings; and construction, use, and maintenance of a boat launch ramp with an Americans with Disabilities Act (ADA) compliant transfer platform, gangway, 3-section boarding dock, access ramp, a low freeboard dock, and 21 cement pilings, as described in Exhibit A and shown on Exhibit B (for reference purposes only) attached and by this reference made a part hereof; with consideration set as the public use and benefit, with the State reserving the right at any time to set a monetary rent if the Commission finds such action to be in the State's best interests.
2. Authorize the Executive Officer or designee to replace Exhibits in the lease upon submission, review, and approval of as-built plans detailing the final location of the new improvements following construction.

**EXHIBIT A**

**LEASE 2887**

**LAND DESCRIPTION**

A parcel of tide and submerged land situate in the bed of the Hudeman Slough, lying adjacent to Swamp and Overflowed Land Survey 130, patented March 24, 1876, Sonoma County, State of California, and more particularly described as follows:

BEGINNING at a point on the line of Course No. 257 along the southerly boundary line of PARCEL 5 as shown on Record of Survey Map of Properties of M. B. Skaggs and Estella I. Skaggs, filed September 4, 1953 in Book 54 of Maps at Pages 7 to 12, in Sonoma County Recorder Office; said point bears S 40° 08' 10" E 50.00 feet from the northwesterly end of said course; thence continuing along said course S 40° 08' 10" E 60.00 feet; thence leaving said line S 08° 05' 25" W 106.00 feet; thence N 81° 34' 52" W 35.00 feet; thence N 15° 13' 12" W 28.00 feet; thence N 08° 43' 34" E 120.06 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM any portion lying landward of the ordinary high water mark on the left bank of the Hudeman Slough.

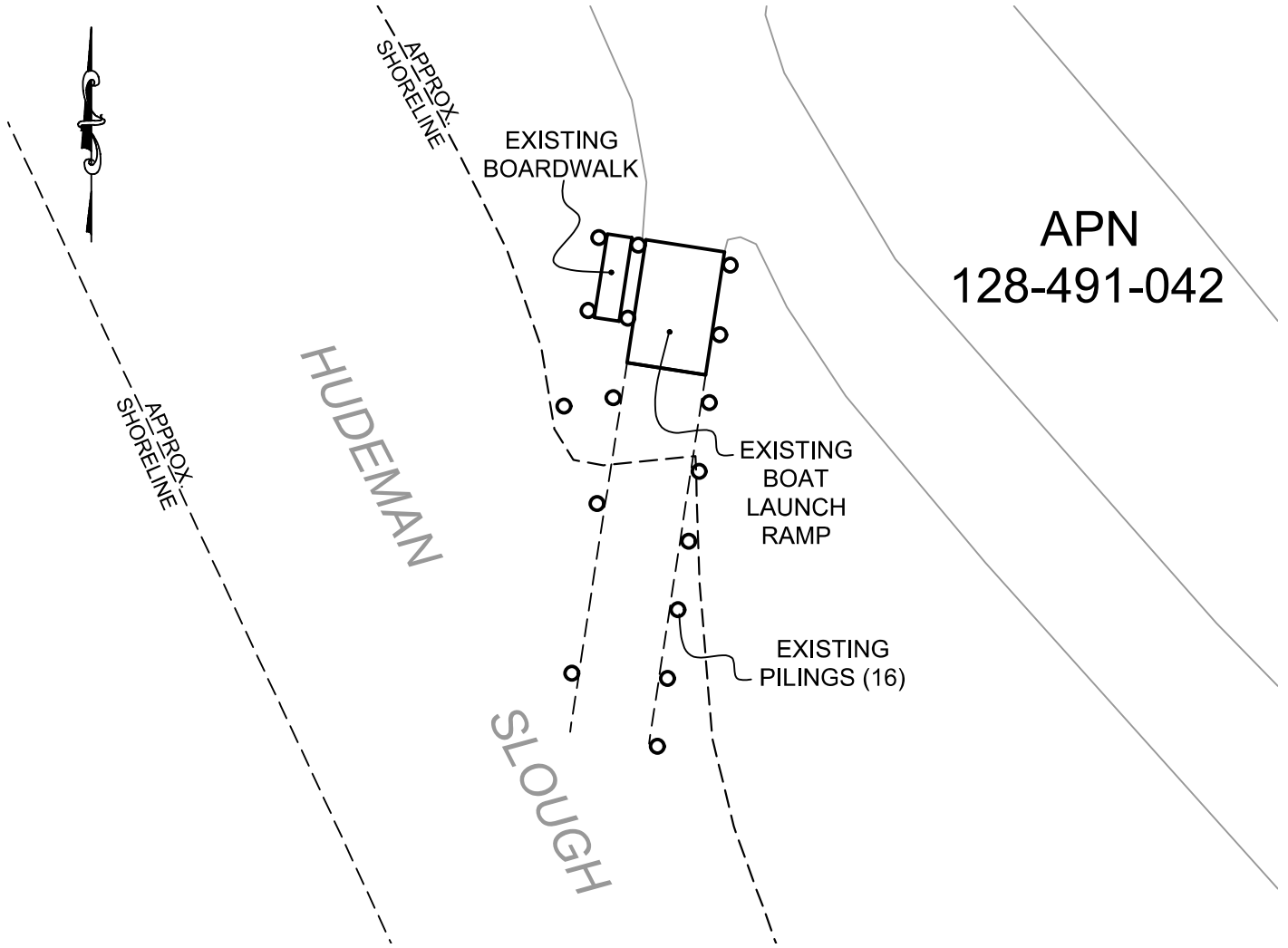
**END OF DESCRIPTION**

Prepared 01/07/2021 by the California State Lands Commission Boundary Unit



NO SCALE

# SITE

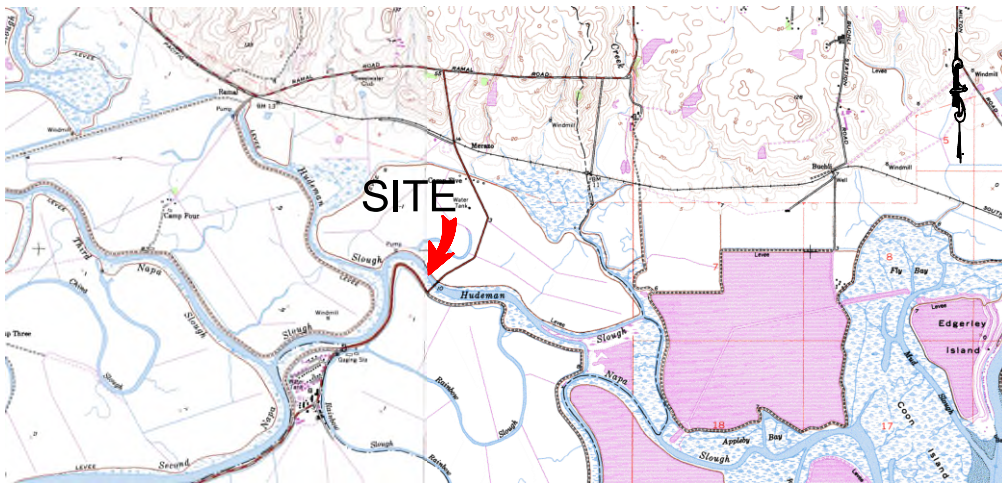


APN  
128-491-042

HUDEMAN SLOUGH, AT 28000 SKAGGS ISLAND ROAD, NEAR SONOMA

NO SCALE

# LOCATION



MAP SOURCE: USGS QUAD

This Exhibit is solely for purposes of generally defining the lease premises, is based on unverified information provided by the Lessee or other parties and is not intended to be, nor shall it be construed as, a waiver or limitation of any State interest in the subject or any other property.

# Exhibit B

LEASE 2887  
CALIFORNIA DEPARTMENT  
OF FISH & WILDLIFE  
APN: 128-491-042  
GENERAL LEASE-  
PUBLIC AGENCY USE  
SONOMA COUNTY



TS 01/07/2021

**EXHIBIT C**

**MITIGATION AND MONITORING PLAN**

**LEASE No. 2887**

[BEHIND THIS PAGE]

**EXHIBIT C**  
**CALIFORNIA STATE LANDS COMMISSION**  
**MITIGATION MONITORING PROGRAM**  
**HUDEMAN SLOUGH BOAT LAUNCH IMPROVEMENT PROJECT**  
(A2846, State Clearinghouse No. 2015022061)

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The California State Lands Commission (Commission or CSLC) is a responsible agency under the California Environmental Quality Act (CEQA) for the Hudeman Slough Boat Launch Improvement Project (Project). The CEQA lead agency for the Project is the Sonoma County Regional Parks Department.

In conjunction with approval of this Project, the Commission adopts this Mitigation Monitoring Program (MMP) for the implementation of mitigation measures for the portion(s) of the Project located on State lands. The purpose of a MMP is to impose feasible measures to avoid or substantially reduce the significant environmental impacts from a project identified in an Environmental Impact Report (EIR) or a Mitigated Negative Declaration (MND). State CEQA Guidelines<sup>1</sup> section 15097, subdivision (a), states in part:

*In order to ensure that the mitigation measures and project revisions identified in the EIR or negative declaration are implemented, the public agency shall adopt a program for monitoring or reporting on the revisions which it has required in the project and the measures it has imposed to mitigate or avoid significant environmental effects. A public agency may delegate reporting or monitoring responsibilities to another public agency or to a private entity which accepts the delegation; however, until mitigation measures have been completed the lead agency remains responsible for ensuring that implementation of the mitigation measures occurs in accordance with the program.*

The lead agency adopted an MND, State Clearinghouse No. 2015022061, adopted a Mitigation Monitoring and Reporting Program (MMRP) for the whole of the Project (see Exhibit C, Attachment C-1), and remains responsible for ensuring that implementation of the mitigation measures occurs in accordance with its program. The Commission's action and authority as a responsible agency apply only to the mitigation measures listed in Table C-1 below. The full text of each mitigation measure, as set forth in the MMRP prepared by the CEQA lead agency and provided in Attachment C-1, is incorporated by reference in this Exhibit C. Any mitigation measures adopted by the Commission

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<sup>1</sup> The State CEQA Guidelines are found at California Code of Regulations, title 14, section 15000 et seq.

that differ substantially from those adopted by the lead agency are shown as follows:

- Additions to the text of the mitigation measure are underlined; and
- Deletions of the text of the mitigation measure are shown as ~~strikeout~~ or as otherwise noted.

**Table C-1. Project Impacts and Applicable Mitigation Measures**

<b>Potential Impact</b>	<b>Mitigation Measure (MM)<sup>2</sup></b>	<b>Difference Between CSLC MMP and Lead Agency MMP</b>
Impacts to clapper and black rails and juvenile fish	MM BIO-1	None
Impacts to special-status species due to vegetation removal	MM BIO-2	None
Impacts to special-status species	MM BIO-3	None
Impacts to special-status species	MM BIO-4	None
Impacts to special-status species habitat from toxic substances	MM BIO-5	None
Impacts to special-status species from noise	MM BIO-6	None
Impacts to special status-species from turbidity	MM BIO-7	None
Impacts to marsh habitat	MM BIO-8	None
Impacts to saline clover and dwarf downingia	MM BIO-9	None
Impacts from invasive species	MM BIO-10	None
Impacts from use of hay bales for erosion control	MM BIO-11	None
Impacts to cultural resources	MM CULT-1	See below
Impacts to	MM CULT-2	None

<sup>2</sup> See Attachment C-1 for the full text of each MM taken from the MMRP prepared by the CEQA lead agency.



paleontological resources		
Impacts from Inadvertent discovery of human remains	MM CULT-3	None

**Mitigation Measure CULT-1:** A qualified professional archaeologist shall monitor ground disturbing construction associated with work in native soils. The monitoring shall continue until work in native soils is complete or the monitoring archaeologist, based on field observations, is satisfied that there is no likelihood of encountering intact archaeological deposits.

If prehistoric or historic-period archaeological deposits are identified during the monitoring, or during construction in portions of the project site not being monitored, project-related impacts to such resources shall be avoided, if feasible. An attempt at impact avoidance shall be undertaken in consultation with the monitoring archaeologist, or an archaeologist shall be retained to provide recommendations if the discovery is made in the non-monitored portions of the project site. If avoidance is not feasible, the deposits shall be evaluated for their CRHR eligibility. If the deposits are not eligible, a determination shall be made as to whether they qualify as a “unique archaeological resource” under requirements and definitions of CEQA Guidelines §15064.5 (c) and PRC §21083.2.

If the evaluation determines that the deposit is neither a historical nor unique archaeological resource, the avoidance of potential impacts to the deposit is not necessary. If the deposit is eligible, impacts to the resource shall be mitigated. Mitigation may consist of excavating the archaeological deposit in accordance with a data recovery plan (see CEQA Guidelines §15126.4(b)(3)(C)) developed in consultation with descendant community representatives; recording the resource; preparing a report of findings; and accessioning recovered archaeological materials at an appropriate curation facility. Public educational outreach may also be appropriate. Upon completion of the evaluation and, if necessary, mitigation, the archaeologist shall prepare a draft report to document the methods and results of the investigation(s). The draft report shall be submitted to the SCRP, the descendant community involved in the investigation(s), and the Northwest Information Center. The final disposition of archaeological, historical, and paleontological resources recovered on State land under the jurisdiction of the California State Lands Commission must be approved by the Commission.

**ATTACHMENT C-1**

**MITIGATION MONITORING AND REPORTING PROGRAM ADOPTED BY THE  
SONOMA COUNTY REGIONAL PARKS DEPARTMENT**

## **MITIGATION MONITORING AND REPORTING PROGRAM**

This Mitigation and Monitoring Reporting Program (MMRP) has been formulated based upon the findings of the Initial Study/Mitigated Negative Declaration (IS/MND) prepared for the proposed Hudeman Slough Boat Launch Improvement Project (proposed project). The purpose of the MMRP is to ensure the implementation of mitigation measures identified as part of the environmental review for the project. The MMRP includes the following information:

- A list of mitigation measures;
- The party responsible for implementing the mitigation measure;
- The timing for implementation of the mitigation measure;
- The agency/city department responsible for monitoring the implementation; and
- The monitoring action and frequency.

If the IS/MND is adopted, and if the County approved the project, including the mitigation measures as conditions of approval, then Sonoma County Regional Parks (SCRP) must adopt this MMRP, or an equally effective program.

**Table 1: Mitigation Monitoring and Reporting Program**

Mitigation Measures	Implementation Actions	Monitoring / Reporting Responsibility	Timing Requirements	Verification By Date
<b>I. AESTHETICS</b>				
There are no significant impacts related to aesthetics.				
<b>II. AGRICULTURAL RESOURCES</b>				
There are no significant impacts related to agricultural resources.				
<b>III. AIR QUALITY</b>				
<p><b>Mitigation Measure AIR-1:</b> Consistent with guidance from the Bay Area Air Quality Management District, the following controls shall be implemented at the construction site to control construction emissions:</p> <ul style="list-style-type: none"> <li>All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered to control dust and other particulate pollutants as needed to control construction emissions.</li> <li>All haul trucks transporting soil, sand, or other loose material off-site shall be covered.</li> <li>All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping shall be prohibited.</li> </ul>	<ul style="list-style-type: none"> <li>Include measure as Condition of Approval.</li> <li>Implementation actions are outlined in the mitigation measure.</li> </ul>	<ul style="list-style-type: none"> <li>SCRP is responsible for incorporating measure into contract specifications and for ensuring compliance during construction.</li> <li>The Project Contractor is responsible for implementing this measure.</li> </ul>	<ul style="list-style-type: none"> <li>During construction activities.</li> </ul>	

Mitigation Measures	Implementation Actions	Monitoring / Reporting Responsibility	Timing Requirements	Verification By Date
<ul style="list-style-type: none"> <li>• All vehicle speeds on unpaved roads shall be limited to 15 mph.</li> <li>• All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible.</li> <li>• Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points regarding maximum idling time.</li> <li>• All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.</li> <li>• The contractor shall post a publicly visible sign with the telephone number and person to contact regarding dust complaints. This person shall respond and take corrective action within 48 hours. The SCRIP phone number shall also be visible to ensure compliance with applicable regulations.</li> </ul>				

Mitigation Measures	Implementation Actions	Monitoring / Reporting Responsibility	Timing Requirements	Verification By Date
<b>IV. BIOLOGICAL RESOURCES</b>				
<p><b>Mitigation Measure BIO-1:</b> Demolition and construction (including construction outboard of the levee [in the slough] for the boat ramp and dock and inboard of the levee for the campground, parking lot, and restroom) shall be timed to avoid the nesting period of the California clapper rail that extends from February 1 through the end of August. Construction between September 1 and January 31 would prevent disruption of the breeding of California clapper rails and California black rails.</p> <p>Construction within the slough shall not be conducted between December 1 and May 31 to avoid impacts to juvenile salmon and steelhead (LTMS 2014). Avoiding work during these times would largely protect Delta smelt, longfin smelt, and Sacramento splittail. Vegetation clearing and installation of the piles and dewatering for boat ramp construction shall only occur between September 1 and November 30 to avoid impacts to special-status fish (impacts could occur for construction beginning December 1). Once the construction area for the boat ramp has been dewatered, construction can continue on the boat ramp because effects to special-status fish</p>	<ul style="list-style-type: none"> <li>• Include measure as Condition of Approval.</li> <li>• Incorporate measure as part of construction specifications.</li> </ul>	<ul style="list-style-type: none"> <li>• SCRIP is responsible for incorporating measure into contract specifications and for ensuring compliance during construction.</li> </ul>	<ul style="list-style-type: none"> <li>• Review of construction schedule and confirmation by biologic monitor prior to start of construction.</li> </ul>	

Mitigation Measures	Implementation Actions	Monitoring / Reporting Responsibility	Timing Requirements	Verification By Date
<p>would not occur. Construction would cease on January 31 for the nesting of California clapper rails.</p>				
<p><b>Mitigation Measure BIO-2:</b> A biologist familiar with the natural history and identification of salt marsh harvest mice, Suisun shrews, California clapper rails, and California black rails shall conduct a preconstruction survey immediately prior to the clearing of vegetation beside the boat ramp. The biologist shall also monitor vegetation removal activities. Vegetation shall be removed by cutting the above ground stems. Excavation solely to remove vegetation would not be necessary; vegetation removal would only occur as needed to facilitate construction of the boat ramp. If any special-status animals are observed during the preconstruction survey or monitoring of vegetation removal, vegetation clearing activities shall cease and the biologist shall watch the animal(s) until they leave the work area. Vegetation clearing can continue once the animals have safely left the work area and are out of harm's way. A construction fence shall be installed to prevent any salt marsh harvest mice and Suisun shrews from entering the work area. The bottom of the fence shall be buried to prevent passage</p>	<ul style="list-style-type: none"> <li>• Include measure as Condition of Approval.</li> <li>• Incorporate measure as part of construction specifications.</li> <li>• Implementation actions are outlined in the mitigation measure.</li> </ul>	<ul style="list-style-type: none"> <li>• SCRP is responsible for incorporating measure into contract specifications, and for ensuring compliance during construction.</li> <li>• A qualified biologist is responsible for conducting surveys, monitoring vegetation removal, overseeing fence installation, and monitoring during construction.</li> </ul>	<ul style="list-style-type: none"> <li>• Verification of awareness training prior to construction.</li> <li>• Review of preconstruction survey prior to construction.</li> <li>• Periodic monitoring throughout the construction period.</li> </ul>	

Mitigation Measures	Implementation Actions	Monitoring / Reporting Responsibility	Timing Requirements	Verification By Date
<p>beneath the fence. The biologist shall monitor the installation of the construction fence.</p>				
<p><b>Mitigation Measure BIO-3:</b> A qualified professional biologist shall monitor construction activities associated with demolition of the boat launch and dock, installation of the piles, construction of the new boat launch and dock, and installation/ maintenance of the construction fence. Monitoring shall occur on a daily basis but need not entail the entire day.</p>	<ul style="list-style-type: none"> <li>• Include measure as Condition of Approval.</li> <li>• Implementation actions are outlined in the mitigation measure.</li> <li>• Incorporate measure as part of construction specifications.</li> </ul>	<ul style="list-style-type: none"> <li>• SCRP is responsible for incorporating measure into contract specifications, and for ensuring compliance during construction.</li> <li>• A qualified professional biologist is responsible for daily monitoring during specified construction activities.</li> </ul>	<ul style="list-style-type: none"> <li>• Daily monitoring during specified construction activities.</li> </ul>	
<p><b>Mitigation Measure BIO-4:</b> All construction personnel shall receive environmental training regarding the sensitive nature of the special-status species in the project area. This training will include a description of the species, comparison of the species to other similar species, life history, and a description of all project measures in place to protect</p>	<ul style="list-style-type: none"> <li>• Include measure as Condition of Approval.</li> <li>• Implementation actions are outlined in the mitigation</li> </ul>	<ul style="list-style-type: none"> <li>• SCRP is responsible for incorporating measure into contract specifications, and for ensuring compliance</li> </ul>	<ul style="list-style-type: none"> <li>• Review and verification prior to construction.</li> </ul>	



Mitigation Measures	Implementation Actions	Monitoring / Reporting Responsibility	Timing Requirements	Verification By Date
<p>the species. Crews shall also be informed to stop all work and notify their supervisor or the monitoring biologist if special-status species are observed within the project site.</p>	<p>measure.</p>	<p>during construction.</p> <ul style="list-style-type: none"> <li>• A qualified professional biologist is responsible for conducting training sessions.</li> <li>• The Project Contractor is responsible for ensuring work is stopped if species are observed within the project site.</li> <li>•</li> </ul>		
<p><b>Mitigation Measure BIO-5:</b> Treated wood shall not be used for new dock pilings to prevent potentially toxic materials from leaching into the mud and water. The two guide piles will be made of pre-cast concrete, which is not expected to leach any toxic substances and is expected to have a longer useful life than wooden pilings, which would be subject to both physical and biological degradation over time.</p>	<ul style="list-style-type: none"> <li>• Include measure as Condition of Approval.</li> <li>• Incorporate measure as part of construction specifications.</li> </ul>	<ul style="list-style-type: none"> <li>• SCRP is responsible for incorporating measure into contract specifications and for ensuring compliance during construction.</li> <li>• The Project Contractor is responsible for implementing</li> </ul>	<ul style="list-style-type: none"> <li>• During construction activities.</li> </ul>	

Mitigation Measures	Implementation Actions	Monitoring / Reporting Responsibility	Timing Requirements	Verification By Date
		this measure		
<p><b>Mitigation Measure BIO-6:</b> If logistically feasible, a vibratory hammer shall be used to install the pilings to avoid unnecessary elevated noise levels in the project area.</p>	<ul style="list-style-type: none"> <li>• Include measure as Condition of Approval.</li> <li>• Incorporate measure as part of construction specifications.</li> </ul>	<ul style="list-style-type: none"> <li>• SCRP is responsible for incorporating measure into contract specifications and for ensuring compliance during construction.</li> <li>• The Project Contractor is responsible for implementing this measure.</li> <li>•</li> </ul>	<ul style="list-style-type: none"> <li>• During construction activities.</li> </ul>	
<p><b>Mitigation Measure BIO-7:</b> Dredging and demolition of the boat ramp and associated dock shall be conducted at low tide to minimize project-related increases in turbidity.</p>	<ul style="list-style-type: none"> <li>• Include measure as Condition of Approval.</li> <li>• Incorporate measure as part of construction specifications.</li> </ul>	<ul style="list-style-type: none"> <li>• SCRP is responsible for incorporating measure into contract specifications and for ensuring compliance during construction.</li> <li>• The Project Contractor is responsible for</li> </ul>	<ul style="list-style-type: none"> <li>• During construction activities.</li> </ul>	

Mitigation Measures	Implementation Actions	Monitoring / Reporting Responsibility	Timing Requirements	Verification By Date
		implementing this measure.		
<p><b>Mitigation Measure BIO-8:</b> To replace the loss of approximately 72 square feet of brackish marsh habitat for special-status species, perennial pepperweed (approximately 1,147 square feet) shall be removed from the project site. This removal may entail repeated application of an EPA-approved herbicide according to the manufacturer’s specifications to avoid water quality and other impacts. In addition, a “spot-spray” technique will be used to minimize drift to adjacent non-targeted species. The removal shall be monitored for 5 years to ensure adequate control of the pepperweed. If the native brackish marsh species are not reestablishing after one year, selected brackish marsh species shall either be planted or seeded into the area where perennial pepperweed was removed. Plugs may be harvested from adjacent areas of brackish marsh for the planting.</p>	<ul style="list-style-type: none"> <li>• Include measure as Condition of Approval.</li> <li>• Implementation actions are outlined in the mitigation measure.</li> <li>• Incorporate measure as part of construction specifications.</li> </ul>	<ul style="list-style-type: none"> <li>• SCRP is responsible for incorporating measure into contract specifications and for ensuring compliance during construction.</li> <li>• The Project Contractor is responsible for implementing this measure.</li> </ul>	<ul style="list-style-type: none"> <li>• Following construction activities.</li> </ul>	
<p><b>Mitigation Measure BIO-9:</b> A temporary construction fence shall be installed around the seasonal pond during construction. Such fencing shall be positioned to prevent the entry of construction vehicles and the</p>	<ul style="list-style-type: none"> <li>• Include measure as Condition of Approval.</li> <li>• Incorporate measure as part</li> </ul>	<ul style="list-style-type: none"> <li>• SCRP is responsible for incorporating measure into contract</li> </ul>	<ul style="list-style-type: none"> <li>• Review and verification prior to and</li> </ul>	

Mitigation Measures	Implementation Actions	Monitoring / Reporting Responsibility	Timing Requirements	Verification By Date
<p>dumping of any debris or parking of any equipment on the seasonal pond. Implementation of this measure will protect both the saline clover and dwarf downingia (if they are present) from any potential impacts.</p>	<p>of construction specifications.</p>	<p>specifications and for ensuring compliance during construction.</p> <ul style="list-style-type: none"> <li>• A qualified professional biologist is responsible for overseeing the installation around the seasonal pond and conducting periodic monitoring during construction.</li> <li>• The Project Contractor is responsible for implementing this measure.</li> </ul>	<p>throughout construction activities.</p>	
<p><b>Mitigation Measure BIO-10:</b> SCRP shall remove non-native invasive species from areas disturbed by construction for 5 years. Invasive weed removal shall be conducted prior to seed set to minimize the spread of invasive weed seeds throughout the project site. Removal shall be by hand, herbicide or</p>	<ul style="list-style-type: none"> <li>• Include measure as Condition of Approval.</li> <li>• Incorporate measure as part of construction</li> </ul>	<ul style="list-style-type: none"> <li>• SCRP is responsible for implementing this measure.</li> </ul>	<ul style="list-style-type: none"> <li>• Following construction activities.</li> </ul>	

Mitigation Measures	Implementation Actions	Monitoring / Reporting Responsibility	Timing Requirements	Verification By Date
mechanical treatments.	specifications.			
<p><b>Mitigation Measure BIO-11:</b> If hay bale installation is necessary for erosion-control in the project area, only certified weed-free hay bales shall be used.</p>	<ul style="list-style-type: none"> <li>• Include measure as Condition of Approval.</li> <li>• Incorporate measure as part of construction specifications.</li> </ul>	<ul style="list-style-type: none"> <li>• SCRP is responsible for incorporating measure into contract specifications and for ensuring compliance during construction.</li> <li>• The Project Contractor is responsible for implementing this measure.</li> </ul>	<ul style="list-style-type: none"> <li>• During construction activities</li> </ul>	
<b>V. CULTURAL RESOURCES</b>				
<p><b>Mitigation Measure CULT-1:</b> A qualified professional archaeologist shall monitor ground disturbing construction associated with work in native soils. The monitoring shall continue until work in native soils is complete or the monitoring archaeologist, based on field observations, is satisfied that there is no likelihood of encountering intact archaeological deposits. If prehistoric or historic-period archaeological deposits are identified during the monitoring, or during</p>	<ul style="list-style-type: none"> <li>• Include measure as Condition of Approval.</li> <li>• Incorporate measure as part of construction specifications.</li> </ul>	<ul style="list-style-type: none"> <li>• SCRP is responsible for incorporating measure into contract specifications and for ensuring compliance during construction.</li> <li>• A qualified</li> </ul>	<ul style="list-style-type: none"> <li>• Prior to and during construction activities.</li> </ul>	

Mitigation Measures	Implementation Actions	Monitoring / Reporting Responsibility	Timing Requirements	Verification By Date
<p>construction in portions of the project site not being monitored, project-related impacts to such resources shall be avoided, if feasible. An attempt at impact avoidance shall be undertaken in consultation with the monitoring archaeologist, or an archaeologist shall be retained to provide recommendations if the discovery is made in the non-monitored portions of the project site. If avoidance is not feasible, the deposits shall be evaluated for their CRHR eligibility. If the deposits are not eligible, a determination shall be made as to whether they qualify as a “unique archaeological resource” under requirements and definitions of CEQA Guidelines §15064.5 (c) and PRC §21083.2. If the evaluation determines that the deposit is neither a historical nor unique archaeological resource, the avoidance of potential impacts to the deposit is not necessary. If the deposit is eligible, impacts to the resource shall be mitigated. Mitigation may consist of excavating the archaeological deposit in accordance with a data recovery plan (see CEQA Guidelines §15126.4(b)(3)(C)) developed in consultation with descendant community representatives; recording the resource; preparing a report of findings; and accessioning recovered archaeological</p>		<p>archaeologist is responsible for monitoring during construction activities.</p> <ul style="list-style-type: none"> <li>The Project Contractor is responsible for coordinating and cooperating with the project archaeologist during monitoring, worker training, and any stop-work orders if resources are discovered.</li> </ul>		

Mitigation Measures	Implementation Actions	Monitoring / Reporting Responsibility	Timing Requirements	Verification By Date
<p>materials at an appropriate curation facility. Public educational outreach may also be appropriate. Upon completion of the evaluation and, if necessary, mitigation, the archaeologist shall prepare a draft report to document the methods and results of the investigation(s). The draft report shall be submitted to the SCRIP, the descendant community involved in the investigation(s), and the Northwest Information Center.</p>				
<p><b>Mitigation Measure CULT-2:</b> Should paleontological resources be encountered during project subsurface construction activities, all ground-disturbing activities within 25 feet shall be redirected and a qualified paleontologist contacted to assess the situation, consult with SCRIP representatives, and make recommendations for the treatment of the discovery. If the find is determined to be significant, and project activities cannot avoid impacting the resource, the impact to the resource shall be mitigated in accordance with the recommendations of the consulting paleontologist. Mitigation may include monitoring, recording the fossil locality, data recovery and analysis, a final report, and accessioning the fossil material and technical report to a paleontological repository. Public educational outreach</p>	<ul style="list-style-type: none"> <li>• Include measure as Condition of Approval.</li> <li>• Implementation actions are outlined in the mitigation measure.</li> </ul>	<ul style="list-style-type: none"> <li>• SCRIP is responsible for incorporating measure into contract specifications and for ensuring compliance during construction.</li> <li>• A qualified paleontologist is responsible for evaluating any resources found inadvertently during construction; and identifying appropriate</li> </ul>	<ul style="list-style-type: none"> <li>• During construction activities.</li> </ul>	

Mitigation Measures	Implementation Actions	Monitoring / Reporting Responsibility	Timing Requirements	Verification By Date
<p>may also be appropriate. Upon completion of the assessment, a report documenting methods, findings, and recommendations of the investigation shall be prepared and submitted to the SCRCP, and, if paleontological materials are recovered, a paleontological repository, such as the University of California Museum of Paleontology.</p>		<p>mitigation measures.</p> <ul style="list-style-type: none"> <li>The Project Contractor is responsible for coordinating and cooperating with the paleontologist and during any stop-work orders if resources are discovered.</li> </ul>		
<p><b>Mitigation Measure CULT-3:</b> If human remains are encountered during project construction, work within 25 feet of the discovery shall be redirected and the Sonoma County Coroner notified immediately. At the same time, the archaeologist who served as monitor or consulting archaeologist shall be contacted to assess the situation, in consultation with the descendant community also involved with the pre-construction testing, as well as the Coroner's representative. Project personnel shall not collect or move any human remains and associated materials. If the human remains are of Native American origin, the Coroner shall notify the Native</p>	<ul style="list-style-type: none"> <li>Include measure as Condition of Approval.</li> <li>Implementation actions are outlined in the mitigation measure.</li> </ul>	<ul style="list-style-type: none"> <li>SCRCP is responsible for incorporating measure into contract specifications and for ensuring compliance during construction.</li> </ul>	<ul style="list-style-type: none"> <li>During construction activities.</li> </ul>	



Mitigation Measures	Implementation Actions	Monitoring / Reporting Responsibility	Timing Requirements	Verification By Date
<p>American Heritage Commission within 24 hours of this identification. The Native American Heritage Commission will identify a Most Likely Descendant (MLD), which will likely be the representative of the descendant community already involved, to inspect the site and provide recommendations for the proper treatment of the remains and associated grave goods. Upon completion of the assessment, the archaeologist shall prepare a report documenting the investigation's methods and results and provide recommendations for the treatment of the human remains and any associated cultural materials, as appropriate and in coordination with the recommendations of the MLD. The draft report shall be submitted to the SCRP, the descendant community involved in the treatment of the resources, and the Northwest Information Center.</p>				
<b>VI. GEOLOGY AND SOILS</b>				
There are no significant impacts related to geology and soils.				
<b>VII. GREENHOUSE GAS EMISSIONS</b>				
There are no significant impacts related to greenhouse gas emissions.				
<b>VIII. HAZARDS</b>				
There are no significant impacts related to hazards.				

Mitigation Measures	Implementation Actions	Monitoring / Reporting Responsibility	Timing Requirements	Verification By Date
<b>IX. HYDROLOGY AND WATER QUALITY</b>				
There are no significant impacts related to hydrology and water quality.				
<b>X. LAND USE AND PLANNING</b>				
There are no significant impacts related to land use and planning.				
<b>XI. MINERAL RESOURCES</b>				
There are no significant impacts related to mineral resources.				
<b>XII. NOISE</b>				
There are no significant impacts related to noise.				
<b>XIII. POPULATION AND HOUSING</b>				
There are no significant impacts related to population and housing.				
<b>XIV. PUBLIC SERVICES</b>				
There are no significant impacts related to public services.				
<b>XV. RECREATION</b>				
There are no significant impacts related to recreation.				
<b>XVI. TRANSPORTATION/TRAFFIC</b>				
There are no significant impacts related to transportation/traffic.				
<b>XVII. UTILITIES AND SERVICE SYSTEMS</b>				
There are no significant impacts related to utilities and service systems.				

**EXHIBIT D**

**OPERATING AGREEMENT**

**LEASE No. 2887**

[BEHIND THIS PAGE]

**OPERATING AGREEMENT  
FOR  
HUDEMAN SLOUGH PUBLIC FISHING ACCESS**

This Operating Agreement is made and entered into 12/20/2021, between the COUNTY OF SONOMA hereinafter called the "OPERATOR" and the STATE OF CALIFORNIA, acting through the California Department of Fish and Wildlife, hereinafter called "STATE". Operator and State hereby agree as follows:

**I. RECITALS**

- a. State has under its control certain lands described in Exhibit C hereof on which the project hereinafter described is located.
- b. State, in cooperation with Operator, developed said lands for fishing access purposes in 1962, and Operator operated and maintained same through a Cooperative Agreement with the State since.
- c. The development, improvement, use, operation, and maintenance of said access on a cooperative basis between Operator and State is herein referred to as the "Project".

**II. GENERAL TERMS AND CONDITIONS**

- d. **Project Name:** The name of this Project is the Hudeman Slough Public Fishing Access. This name shall be used in all documents, signs, publications, brochures, general literature or news releases, and Operator shall not rename the Project without the approval of the State.
- e. **Exhibits:** This Agreement incorporates by reference Exhibit A (Standard Terms and Conditions), Exhibit B (Project Area MAP, Exhibit C (Project Area Photo), and Exhibit D (Project Legal Description)
- f. **Project Development:** Any development or improvement of facilities on said area as described in Exhibit B hereof, will be carried out by separate agreement. Within ninety (90) days of completion of construction of any development or improvement of facilities, Operator shall submit a copy of "as built" plans of such development or improvement to State.
- g. **Term:** The term of this agreement is (25) years commencing with the date hereof. This agreement may be extended or amended by mutual agreement of the parties hereto, or terminated as hereinafter provided.
- h. **Notices:** Notices required between the Operator and State will be deemed to have been given when mailed to the respective addresses below, first class postage fully prepaid thereon:

**OPERATOR**

Sonoma County Regional Parks Department  
2300 County Center Drive, Ste 120A  
Santa Rosa, CA 95403

**STATE**

California Department of Fish and Wildlife  
Bay Delta Region  
2825 Cordelia Road, Suite 100  
Fairfield, CA 94534

**III. SIGNATURES**

**OPERATOR**

County of Sonoma

By: 

Name: Lynda Hopkins

Title: Chair, Board of Supervisors

Date Signed: December 20, 2021

**ATTEST** Sheryl Bratton

County of Sonoma

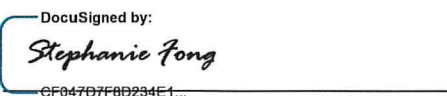
By: 

Title: Clerk of the Board

Date Signed: December 21, 2021

**STATE OF CALIFORNIA**

Department of Fish and Wildlife

DocuSigned by:  
By:   
CF047D7F8D294E1...

Name: Stephanie Fong

Title: Acting Regional Manager, Bay Delta Region

Date signed: 12/20/2021

## EXHIBIT A

### STANDARD TERMS AND CONDITIONS TO OPERATING AGREEMENT

#### I. SCOPE AND PURPOSE

1. **SCOPE:** This Agreement pertains to the facilities and improvements as described in Exhibit B hereof and to the area owned by the State of California, Department of Fish and Wildlife, as shown in Exhibit C hereof. The development, use, operation and maintenance of such facilities on the described area is called the Project.
2. **PURPOSE AND USE:** The Project premises and every part thereof shall be used only for sport fishing or wildlife-related or appropriate educational or recreational activities or other activities not incompatible thereto. Subject to Paragraph 6 hereof, Operator may use the premises for temporary or special purposes through agreement with others. The premises and Project facilities shall, unless otherwise specifically provided herein and consistent with Operator's standard policies and procedures, be available without charge and there shall be no restrictions to public ingress or egress from dawn to dusk except when necessary for maintenance, repair, public safety, security or for protection of the structure or facilities. Operator shall notify State within 48 hours of making such closures. The operating hours will be extended to two hours before dawn and two hours after dusk solely for waterfowl hunting purposes during the waterfowl hunting season.

#### II. MAINTENANCE AND OPERATION

3. **MAINTENANCE:** Operator shall provide all normal Project maintenance and operation of the area and improvements thereon for and in accordance with the purposes expressed and, except for occurrences beyond the control of the Operator, or "Acts of God", shall make all reasonable and necessary repairs, replace broken, damaged or worn structural components or fixtures so as to keep the structures and facilities in a safe useable condition, and perform housekeeping operations as required so as to keep the premises and improvements clean, attractive, and free of accumulations of litter, garbage, vandalism, or debris. Equipment and materials not needed for daily operations of Operator shall not be stored or stockpiled on the premises.
4. **ADDITIONAL IMPROVEMENTS:** Except as provided by separate agreement as herein above described, State shall not be obligated to make or cause to be made any further developments, or to make improvements or repairs to any structures or facilities within the Project area. However, Operator may at its own cost place or construct on the premises any structures, alterations or improvements in addition to those set forth and described herein as the Project, provided that they:
  - a. are in accord with the purposes herein set forth;

- b. are constructed, maintained and operated for the use, enjoyment, service and protection of the public;
  - c. do not directly or indirectly reduce, restrict or interfere with the primary purposes of the Project;
  - d. have the prior written approval of State.
5. **PROJECT SIGNS:** A Project sign will be provided as a part of the Project improvements, installed within the Project area, and maintained by Operator showing the name of the Project, the Operator and the State agency or agencies involved. The location and makeup of the Project sign, including dimensions, materials and lettering shall be as mutually agreed upon by Operator and State. Directional signs shall also be installed and maintained by Operator as required on or off the site to direct the public to the Project or Project facilities, or for safe and appropriate public use of the area and Project facilities.
6. **CONCESSIONS:** Operator may enter into agreements with others to provide services, conveniences or facilities to complement the Project improvements provided that:
- a. the purpose of any such agreement is consistent with the purposes and uses described herein;
  - b. any revenues received by Operator from such concession agreements be deposited in a special account identified with the Project and be used solely for operation and maintenance of Project;
  - c. Operator maintains adequate records of revenues and expenditures relating to any such concession agreements and make them available for audit when requested by State; and
  - d. such agreements including the percentages of revenue to be distributed to Concessionaire and Operator, are approved by the State prior to award be approved by State prior to award.

### III. GENERAL PROVISIONS

7. **ASSIGNMENT:** Operator shall not assign this agreement in whole or in part, nor delegate any of its rights, duties or interests herein without unless otherwise specifically provided for in this agreement.
8. **LIABILITY:** Operator hereby waives all claims and recourse against State including the right to contributions for any loss or damage arising from, growing out of, or in any way connected with or incident to this agreement or the Project except claims arising from the concurrent or sole negligence of State, its officers, agents and employees. Further, Operator shall indemnify, hold harmless and defend State, its officers, agents and employees against any and all claims,

demands, damages, costs, expenses or liability arising out of the design, construction, operation, maintenance, existence or failure of the Project. If State is named as co-defendant pursuant to Government Code Sections 895 et seq., Operator shall notify State and represent it, unless State elects to represent itself, in which case State shall bear its own litigation costs, expenses and attorney's fees.

9. **INDEPENDENT CONTRACTOR:** Operator and any of its officers, agents and employees shall, in the performance of this agreement, act in an independent capacity and not as officers, agents or employees of State.
10. **NONDISCRIMINATION:** Operator hereby certifies that in the performance of its responsibilities and duties under this agreement and in the administration of any concession agreement for services or accommodations, it will comply with all State and federal non-discrimination laws, and the area will be open and accessible for the use and enjoyment of the general public on equal and reasonable terms.
11. **BREACH:** In the event Operator breaches any of the terms and conditions of this agreement, State may, upon written notice to Operator of such breach, require Operator to commence in good faith to remedy the breach within ninety (90) days of the notice, or a reasonable extension of this period in case of an emergency situation which is beyond the control of Operator. If Operator fails to remedy the breach in the time allowed, State may at its option terminate the Agreement by giving notice as hereinafter provided, or correct any deficiency or cause of breach and charge Operator all reasonable costs in connection therewith, including administrative costs.
12. **TERMINATION:** This agreement shall be for the term commencing with the date hereof and ending twenty-five (25) years thereafter. The Operator hereby agrees that the State may terminate this agreement at any time during the term hereof by giving notice to the Operator at least ninety (90) days prior to the date when such termination shall become effective. The Operator may terminate this agreement only with the consent of the State, and if the State so consents, such termination shall be effective on such date as the parties may agree.
13. **WAIVER OF RIGHTS:** It is the intention of the parties to this Agreement that from time to time either party may waive certain of its rights under the Agreement. Any such waiver by the parties hereto of their rights with respect to default or any other matter arising in connection with this Agreement shall not be deemed to be a waiver with respect to any other default or matter.
14. **REMEDIES NOT EXCLUSIVE:** The use by either State or Operator of any remedy specified in the Agreement for the enforcement of the Agreement is not exclusive and shall not deprive the party using such remedy, or limit the application of any other remedy provided by law.



PROJECT: Hudeman Slough Fishing Access  
SONOMA COUNTY

- 15. SUCCESSORS AND ASSIGNS:** This Agreement and all its provisions shall apply to and bind the successors and assigns of the parties hereto.
- 16. OPINIONS AND DETERMINATIONS:** Where the terms of the Agreement provide for action to be based upon the opinion, judgement, approval, review, or determination of either State or Operator, such terms are not intended to be and shall never be construed as permitting such opinion, judgement, approval, review or determination to be arbitrary, capricious or unreasonable.
- 17. INCORPORATION OF PRIOR AGREEMENTS; AMENDMENTS:** This Agreement contains all the agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Agreement may be modified in writing only, signed by the State and Operator.

**EXHIBIT B**

**HUDEMAN SLOUGH PUBLIC ACCESS SONOMA COUNTY**

**PROJECT LOCATION MAP**



**EXHIBIT C**

**HUDEMAN SLOUGH PUBLIC ACCESS SONOMA COUNTY**

**PROJECT AREA PHOTO**





## EXHIBIT D

### HUDEMAN SLOUGH PUBLIC ACCESS SONOMA COUNTY

#### LEGAL DESCRIPTION

**DESCRIPTION:** All that certain real property situate, lying and being in the County of Sonoma, State of California, bounded and described as follows:

That parcel containing 4.44 acres, more or less, being a portion of Parcel 5 on the Record on Survey Map of properties of M. B. Skaggs and Estalla I. Skaggs, Sonoma County, California, filed September 4, 1953 in Book 54 of Maps, pages 7 to 12, inclusive, in the Office of the County Recorder of Sonoma County: Commencing at the intersection of the northwesterly line of the U.S. Government Road R/W "K" with the southerly boundary of said Parcel 5, said southerly boundary being the northerly boundary of Hudeman Slough;

1. thence North 34° 41' 00" East, 248.46 feet to the point of intersection of Course No. 79 L and Course No. 792 of said Record of Survey;
2. thence North 48° 30' 30" West, 1,027.72 feet to a point lying northeasterly, 125 feet at right angles to Course No. 259 of said Record of Survey;
3. thence North 88° 27' 30" West, 200.01 feet to the point of intersection of Course No. 25!) and Course No. 260 of said Record of Survey;
4. thence South 49° 46' 40" East, 413.60 feet;
5. thence South 32° 52' 10" East, 365.37 feet;
6. thence South 40° 08' 10" East, 260.70 feet to a point lying North 51° 15' 40" West, 187.46 feet from beginning;
7. thence South 51° 15' 40" East, 187.46 feet to the point of beginning.

A.P. 128-491-9