

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“Agreement”) is made between and among the County of Sonoma (“County”), a political subdivision of the State of California, and the California Department of Forestry and Fire Protection (“Cal Fire”), a regulatory agency of the State of California (collectively “the Parties”), for consultation on and review of the proposed Preservation Ranch project.

### RECITALS

WHEREAS, the County has received an application (PLP06-0107) for the Preservation Ranch project (“the proposed project”), which seeks County approval of a rezoning, timberland conversion conditional use permit, and other entitlements on an approximately 19,711-acre site in northwest Sonoma County (“the project site”).

WHEREAS, the proposed project also requires Cal Fire’s approval of entitlements including final approval of the proposed rezoning out of the timberland production zone, a Timberland Conversion Permit (“TCP”), and either a Timber Harvesting Plan (“THP”) or Program THP (“PTHP”).

WHEREAS, pursuant to the California Environmental Quality Act, §§ 21000 et seq. (“CEQA”), the County will act as the lead agency and intends to prepare an Environmental Impact Report (“EIR”) that will describe and analyze the potential environmental impacts of, and alternatives to, the proposed project.

WHEREAS, Cal Fire is a responsible agency under CEQA, and is required to consider the EIR and reach its own conclusions on whether and how to approve the proposed rezoning, TCP, and THP or PTHP.

WHEREAS, Cal Fire may require preparation of a Program Timberland Environmental Impact Report (“PTEIR”) or other documentation prior to approval.

WHEREAS, the County would review and comment on any TCP, THP, PTHP, or PTEIR proposed for the project site.

WHEREAS, the Parties believe that consultation and collaboration between our two agencies will result in a better and more thorough environmental review process that meets CEQA’s basic purposes of informing governmental decision makers and the public about potential environmental effects, and identifying ways to prevent, avoid, or significantly reduce those effects; and

WHEREAS, the Parties believe that concurrent consideration and public review of all entitlements associated with the proposed project will better inform governmental decision makers and the public about potential environmental effects, and help identify ways to prevent, avoid, or significantly reduce those effects.

## **AGREEMENT**

### **I. PURPOSE**

The purpose of this Agreement is to:

- (a) Acknowledge the County's statutory role as the lead agency under CEQA with respect to the proposed project;
- (b) Acknowledge Cal Fire's statutory role as a responsible agency under CEQA with respect to the proposed project;
- (c) Define the roles of the County and Cal Fire in the environmental review and potential entitlement of the proposed project;
- (d) Acknowledge the County's role in reviewing and commenting on any future TCPs, THPs, PTHPs, or PTEIRs proposed for the project site;
- (e) Provide a framework for cooperation and coordination between the County and Cal Fire; and
- (f) Establish a process whereby all entitlements associated with the proposed project may receive a concurrent review by the decision makers and public.

### **II. ENVIRONMENTAL REVIEW**

(a) The County will be the CEQA lead agency for the proposed project and will prepare the Initial Study and Draft and Final EIR in accordance with CEQA and its implementing regulations. The signatories acknowledge that the County has the responsibility under CEQA for the contents of the Initial Study and Draft and Final EIR.

(b) Cal Fire will be a responsible agency under CEQA. In this capacity, Cal Fire will exercise its discretion and render decisions on issues and entitlements under its jurisdiction necessary for development of the project. As a CEQA responsible agency, Cal Fire will: 1) participate in the CEQA process at the earliest appropriate time; 2) comment on potential environmental impacts, mitigation measures, and possible alternatives to the proposed project; and 3) submit independent recommendations to the County on the Draft and Final EIRs during the public review period.

(c) Cal Fire will also work in good faith with the County to assist the County in preparing draft and final CEQA documents. Cal Fire shall assist in the preparation and provide timely comments to the County on administrative drafts of the Draft and Final EIR, and similar environmental review documents. Cal Fire shall specifically work with the County to respond to comments on issues within its special expertise and legal jurisdiction, including the areas of the project site that meet the definition of "timberland"

under Public Resources Code § 4526, and the site classification of those areas under Public Resources Code § 4528, subd. (d). Cal Fire will not be responsible for the actual preparation of any portion of the EIR, or any documents related to the EIR, or any related technical reports.

(d) The County agrees to provide Cal Fire with notice of estimated time frames for processing the project application and administrative drafts of the Draft and Final EIR and similar CEQA documents. The County will endeavor to ensure that Cal Fire has adequate time to assist in the preparation and review of administrative drafts of CEQA documents. Cal Fire agrees to provide the County with notice of estimated time frames for providing comments to the County. Cal Fire will act in good faith to ensure that the County has adequate time to review and incorporate Cal Fire's comments into the Draft and Final EIR, final County resolution, or similar documents.

(e) Cal Fire's participation in this Agreement and the EIR process does not imply endorsement of the proposed project, preclude Cal Fire's ability to seek judicial review once the County has made a final decision on the proposed project, or in any way affect or predetermine any decision that Cal Fire may make as a responsible agency with respect to the proposed project.

(f) The County will review and comment on any future TCP, THP, PTHP, or PTEIR proposed for the project site for which Cal Fire is the lead agency. The County will not be responsible for the actual preparation of any environmental review document for such applications, or any documents related to the same, or any related technical reports. The County shall provide timely comments to Cal Fire on administrative drafts of any future TCP, PTEIR, THP, PTHP, or similar documents. The County shall specifically comment on issues within its jurisdiction or expertise, including the applicant's compliance with any mitigation or monitoring requirements identified in the EIR prepared for the proposed project.

(g) Cal Fire agrees to provide the County with notice of estimated time frames for processing of any potential future TCP, PTEIR, THP, TCP or similar application, and administrative drafts of any environmental review documents for the same. Cal Fire will endeavor to ensure the County has adequate time to review administrative drafts of any environmental review documents. The County agrees to provide Cal Fire with notice of estimated time frames for providing comments to Cal Fire. The County will act in good faith to ensure that Cal Fire has adequate time to review and incorporate the County's comments into any future environmental review or similar documents.

(h) The County's participation in this Agreement and any potential future TCP, PTEIR, THP, or PTHP process does not imply endorsement of any potential future project, preclude the County's ability to seek judicial review once Cal Fire makes a final decision on any future project approvals, or in any way affect or predetermine any

decision that County may make as a commenting agency with respect to any potential future project approvals.

(i) To the extent practicable, the Parties agree to rely on the same studies and analyses in their respective environmental reviews, to develop a single document that contains the environmental analysis necessary for all subsequent project approvals, and to coordinate both the opening and closing of public comment for the EIR with any TCP, PTEIR, THP, or PTHP prepared for the proposed project, and the approval of project entitlements.

### **III. CONFLICT OF INTEREST**

The Parties agree not to employ the services of any representative or party having a financial interest, or an appearance of bias, in the outcome of the proposed project. The Parties will take all necessary steps to ensure that no conflict of interest exists within its consultants, counsel, or representatives employed in the undertaking.

### **IV. CONFIDENTIALITY**

(a) The Parties agree to coordinate on reviewing and responding to any requests for records made under the California Public Records Act or a similar statute.

(b) The Parties agree that documents that are in administrative or deliberative stages of review will not be retained in the ordinary course of business, and will not be released except as required by a court of competent jurisdiction.

(c) Cal Fire agrees to keep confidential and to protect from public disclosure any and all documents and information received in its capacity as a cooperating agency pursuant to this Agreement, including but not limited to e-mail correspondence between the Parties, prior to determination by the County or a court of competent jurisdiction of the suitability of the documents for public review or release pursuant to the California Public Records Act.

### **V. AGENCY CONTACTS**

The contact for each signatory will be responsible for coordinating and communicating for the agency.

The contact for Cal Fire is:

Allen Robertson  
Deputy Chief - Environmental Protection  
California Dept. of Forestry and Fire Protection  
P.O. Box 944246  
Sacramento, CA 94244-2460  
(916) 653-7709

The contact for the County is:

David Schiltgen  
Planner III  
Sonoma County PRMD  
2550 Ventura Ave.  
Santa Rosa, CA 95403  
(707) 565-7384  
(707) 565-8343 (fax)  
dschiltg@sonoma-county.org

**VI. ADMINISTRATION**

(a) This Agreement will go into effect upon execution by both Parties, and will remain in effect until such time as the project proponent withdraws the proposed project from consideration, or the Agreement is terminated pursuant to Subsection (e) below. The obligations set forth in Section V above will survive termination of this Agreement.

(b) Nothing contained herein will be construed as affecting or altering the authority of the signatories beyond those agreements contained in this Agreement.

(c) This Agreement does not obligate either Party to provide funding to any other Party in this or any other project review or environmental review process. This Agreement does not obligate any Party to obligate or expend funds in excess of available appropriations.

(d) If a disagreement develops between the Parties, the contacts identified in Section V shall attempt to resolve the disagreement in good faith. If the contacts are unable to reach a satisfactory solution, they shall refer the matter to the signatories identified below for a meeting or conference call to attempt to reach a solution.

(e) This Agreement may be terminated by either party at any time through written notice to the other party.

(f) This Agreement may be modified upon approval of all signatories.


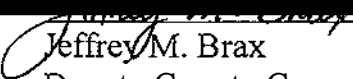
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FORESTRY AND FIRE PROTECTION

COUNTY OF SONOMA

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APPROVED AS TO FORM:  
CALIFORNIA DEPARTMENT OF  
FORESTRY AND FIRE PROTECTION

COUNTY OF SONOMA

	
Ginevra Chandler Chief Legal Counsel	 Jeffrey M. Brax Deputy County Counsel
<u>6 / 4 / 09</u> Date	<u>June 19, 2009</u> Date

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