

# SONOMA COUNTY OPEN SPACE FISCAL OVERSIGHT COMMISSION

## COMMISSIONERS

Mike Sangiacomo (Sonoma)  
Todd Mendoza (Petaluma)  
Regina De La Cruz (Rohnert Park)

Bob Anderson (Healdsburg)  
Eric Koenigshofer (Occidental)  
Jeff Owen (Alternate)

Special Meeting  
747 Mendocino Avenue – Suite 100, Santa Rosa, CA 95401  
August 31, 2017 5:00 pm

## AGENDA

1. **Call to Order.**
2. **Agenda Items to be Held or Taken Out of Order; Off-Agenda Items.**
3. **General Announcements Not Requiring Deliberation or Decision.**
4. **Public Comment.**  
The Brown Act requires that time be set aside for public comment on items not agendized.
5. **Correspondence/Communication.**
6. **Approval of Commission Minutes.** [Attachment 1]
7. **Financial Reports.** [Attachment 2]  
July 2017
8. **Ad Hoc Committee Reports.**
  - Annual Report/Audit Review (Anderson/Owen)
  - Finance/Investment (Sangiacomo/Owen)
  - Matching Grant Program (De La Cruz/Owen)
  - District Office Location Scenarios (Anderson/Koenigshofer)
9. **Andy's Unity Park Matching Grant.** [Attachment 3]
10. **Stewardship Reserve Review.**
11. **Suggested Next Meeting.** September 14, 2017 (Special Meeting)
12. **Adjournment.**

In compliance with Government Code §54954.2(a), the Sonoma County Open Space Fiscal Oversight Commission will, on request, make this agenda available in appropriate alternative formats to persons with a disability, as required by Section 202 of the ADA of 1990 (42 U.S.C. §12132), and the Federal rules and regulations adopted in implementation thereof. Individuals who need this agenda in another format or need a disability-related modification or accommodation should contact Sue Jackson at 707.565.7346 at least 72 hours prior to the meeting to ensure arrangements for accommodation. Pursuant to Government Code § 54957.5, a copy of all documents related to an item on this agenda submitted to the Fiscal Oversight Commission may be obtained from the Fiscal Oversight Commission office, 747 Mendocino Avenue, Santa Rosa, CA 95401.

**SONOMA COUNTY OPEN SPACE  
FISCAL OVERSIGHT COMMISSION**

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**UNAPPROVED**

**Minutes for the Meeting of August 3, 2017**

Commissioners Present: Todd Mendoza, Chair; Regina De La Cruz, Vice Chair; Bob Anderson, Eric Koenigshofer; Jeff Owen, Alternate.

Staff Present: Bill Keene, General Manager; Karen Gaffney, Program Manager – Conservation Planning; Amy Ricard, Community Relations Specialist; Allison Schichtel, Conservation GIS Analyst; Alex Roa, Special Projects Planner; Indigo Bannister, Technician; Seamus Rafferty, Technician; Seamus Rafferty, Technician-Stewardship; Lisa Pheatt, Deputy County Counsel; Sue Jackson, Deputy Clerk/Recorder.

Also Present: Matt Sherman, public participant

1. **Call to Order.**

Commissioner Mendoza called the meeting to order at 5:03 pm.

2. **Agenda Items to be Held or Taken Out of Order; Off Agenda Items.**

There were none.

3. **General Announcements Not Requiring Deliberation or Decision.**

Mr. Keene made the following announcements:

- The field trip to a District property is planned for September 28, 2017, at a site yet to be determined. The Advisory Committee and the Fiscal Oversight Commission are encouraged to attend.
- The District issued a press release acknowledging a \$216,000 donation from the estate of Don Bradley, a Sonoma County resident, who died on June 20, 2016. The acknowledgement appeared in the Sonoma West Times and was a feature in Chris Smith's column in the Press Democrat (July 24, 2017)
- The District was featured in an "Open Road with Doug McConnell" segment, and showcased Bianchi Diary, Taylor Mountain Park and Preserve, and McNear Peninsula (Steamer Marsh)/Alman Marsh.
- The District is participating in several upcoming events:
  - GreenFest and the Sonoma County Fair (August 7, 2017)
  - Gravenstein Apple Fair (August 12 and 13, 2017)

- Agrarian Games (September 16, 2017)
- The District is bringing several items to the Board of Directors in the next few weeks:
  - Estero Train Plan/Consultant Contract for Environmental Impact Report (August 22, 2017)
  - Public Outings and Education Program (August 22, 2017)F
  - Transfer of Westerbeke Open Space Easements (September 12, 2017)
  - Sustainable Agricultural Lands Conservation Program Grant Application for Joseph Camozzi Dairy (September 12, 2017)
  - Andy's Unity Park Matching Grant (September 19, 2017)
  - Hansen Ranch (McClelland) Conservation Easement (October 3, 2017)
  - Mark West Transfer and Cresta3 Acquisition (October 10, 2017)

4. **Public Comment.**

Matt Sherman requested an update on the incubator farm project. A student at Santa Rosa Junior College, he and several colleagues, submitted a letter of interest in response to the District's request related to the potential incubator farm project. Mr. Keene responded with an update.

5. **Correspondence/Communication.**

There was none.

6. **Approval of Commission Minutes.**

On a motion by Commissioner Anderson and second by Commissioner De La Cruz, the minutes of June 1, 2017, were approved as submitted.

7. **Financial Report.**

June financial reports were not available and will be presented with the annual audit when it is available.

8. **Ad Hoc Committee Reports.**

- Annual Report/Audit Review (Anderson/Owen) – Nothing to report.
- Finance/Investment (Sangiaco/Owen) – Nothing to report.
- Matching Grant Program (De La Cruz/Owen) – Nothing to report.
- District Office Location Scenarios (Anderson/Koenigshofer) - Nothing to report.

9. **Polling Results – FM3.**

Amy Ricard provided background data and key findings from the District's Countywide Voter Survey that was conducted April 4 – 9, 2017. The Commission made suggestions for follow-up activities, including how future surveys could be structured to address areas of public misconceptions or concerns in greater depth.

10. **Vital Lands Initiative Update.**

Karen Gaffney provided an update on the District's Vital Lands Initiative, and requested that the Commission continue to provide comments and support in framing the development and roll out of the District's initiative.

11. **Suggested Next Meeting.**

The Commission determined that rather than meet on the regularly scheduled date, i.e., the first Thursday of each month, that two alternate meeting dates would be necessary to support deadlines related to ongoing District projects. August 31<sup>st</sup> and September 14<sup>th</sup> were discussed as possible dates. The regularly scheduled meeting on September 7<sup>th</sup> was cancelled. Tentative approval of the alternate dates was agreed upon.

12. **Adjournment.**

The meeting was adjourned at 7:45 p.m. to a Special Meeting on August 31, 2017 at 5:00 p.m.

Respectfully submitted,

Sue Jackson  
Deputy Clerk

Sonoma County Agricultural Preservation and Open Space District  
 Consolidated Balance Sheet - District and OSSTA Funds  
 July 31, 2017

<b>Assets</b>	
Cash and Investments	\$60,700,949
Accounts Receivable	2,256,790
Prepaid Expenditures	1,364
Other Current Assets	50,000
Intergovernmental Receivables	379,225
<b>Total Assets</b>	<u><u>\$63,388,328</u></u>
<b>Liabilities and Fund Balance</b>	
Current Payables	\$139,618
Customer Deposits	51,279
Long-Term Liabilities	30,000
<b>Total Liabilities</b>	<u><u>220,897</u></u>
<b>Fund Balance</b>	
Nonspendable - Prepaid Expenditures	1,364
Restricted - District Activities	63,166,067
<b>Total Fund Balance</b>	<u><u>63,167,431</u></u>
<b>Total Liabilities and Fund Balance</b>	<u><u>\$63,388,328</u></u>

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<b>Cash by Fund</b>	
OSSTA - Measure F	\$54,204,910
Open Space District	1,265,823
Fiscal Oversight Commission	13,487
Stewardship Reserve	
Cooley Reserve	149,724
Operations and Maintenance	5,067,005
<b>Total Cash by Fund</b>	<u><u>\$60,700,949</u></u>

ATTACHMENT 2

Sonoma County Agricultural Preservation and Open Space District  
 Consolidated District and OSSTA Budget to Actual  
 For the one month ended July 31, 2017  
 8% of Year Complete

	Budget Final	Actual Year to Date	Encumbrances Year to Date	Remaining Balance	% of budget Remaining
<b>Revenues</b>					
Tax Revenue	\$23,043,630			\$23,043,630	100.00%
Intergovernmental Revenues	6,304,363			6,304,363	100.00%
Use of Money & Prop	390,000	245,116		144,884	37.15%
Miscellaneous Revenues	750,000	10,232		739,768	
Other Financing Sources	685,980			685,980	100.00%
<b>Total Revenues</b>	<b>31,173,973</b>	<b>255,348</b>		<b>30,918,625</b>	<b>99.18%</b>
<b>Expenditures</b>					
Salaries and Benefits	4,298,999	200,752		4,098,247	95.33%
Services and Supplies	7,665,010	104,364	\$1,820,733	5,739,913	74.88%
Other Charges	4,353,724		822,455	3,531,269	81.11%
Capital Expenditures	25,366,642		201,018	25,165,624	99.21%
Other Financing Uses	8,186,190	619,583		7,566,607	92.43%
<b>Total Expenditures</b>	<b>49,870,565</b>	<b>924,699</b>	<b>2,844,206</b>	<b>46,101,660</b>	<b>92.44%</b>
<b>Net Earnings (Cost)</b>	<b>(\$18,696,592)</b>	<b>(669,351)</b>	<b>(\$2,844,206)</b>	<b>(\$15,183,035)</b>	
Beginning fund balance		63,836,782			
<b>Ending Fund Balance</b>		<b>\$63,167,431</b>			

Note: Sales tax collected by July 31, 2016 was also zero due to the Board of Equalization timing for distributions.



**DATE:** August 24, 2017 (Meeting August 31, 2017)

**TO:** Fiscal Oversight Commissioners

**FROM:** Jennifer Kuszmar, Matching Grant Coordinator

**SUBJECT:** Andy's Unity Park, Matching Grant Project

**Summary**

The Sonoma County Agricultural Preservation and Open Space District (District) is proposing to execute a \$1,084,239 Matching Grant Agreement for Andy's Unity Park with Sonoma County Regional Parks (Parks), providing funding for a long-awaited neighborhood park. Andy's Unity Park construction is underway and is expected to be complete this November. The grant will be used to reimburse acquisition costs for the purchase of the 4.22 acre property and both grant and matching funds will contribute toward construction of recreational improvements for Andy's Unity Park as shown in the Park Master Plan (Project). To protect the District's investment in the Project, it will receive a Conservation Easement that will ensure that the conservation values of the property, such as urban open space, recreation and education, and scenic values will be preserved in perpetuity. The District will also receive a Recreation Covenant to ensure that the property remains open to the public in perpetuity.

**Background**

Parks applied for funding for the Project in the 2014 and 2016 Program cycles and the District has accepted both proposals. The 2014 Matching Grant proposal sought funding for the acquisition of the Property and the 2016 Matching Grant proposal sought funding for the development of recreational improvements to the Property. Both applications were approved for funding and, since the 2014 funds have not yet been disbursed, the District proposes that the two awards be implemented through one Matching Grant Agreement.

The 2014 application for funding was accepted into the Program by the District for a funding amount not to exceed \$466,667 to Parks for the acquisition of the Property. The County purchased the Property at a significant discount via tax sale for \$57,391. Per the Program Guidelines, acquisition related costs such as appraisals are eligible for reimbursement. Planning expenses, including staff time are also eligible for reimbursement but are limited to 25% of the Grant. As a result, eligible acquisition and related costs for reimbursement to Parks are \$84,239 for the 2014 Grant award. Parks has expended an equivalent match for work associated with the acquisition and other eligible project related tasks.

The 2016 application for funding was accepted into the Program by the District for a funding amount not to exceed \$1,000,000 to Parks to install recreational improvements needed to implement the Park Master Plan.

### **Matching Grant Project**

The Matching Grant Project will accomplish two objectives, defined as the Project. First, it will reimburse Parks for \$84,239 in acquisition fees and costs associated with the purchase of the Property. Second, it will reimburse Parks for costs of up to \$1,000,000 to make park improvements to the Property as described in the Park Master Plan. The Park Master Plan envisions improvements including: picnic areas, a natural area, trail/pedestrian areas, a community garden, a children's playground, a kiosk, a skate plaza, an off-leash dog area, a restroom and a memorial area to commemorate Andy Lopez.

### **Project Match**

As its matching contribution to the Project, Parks will provide \$1,084,239 in funding from a combination of funds which include, a grant from California State Housing and Community Development's Housing Related Park Program, and a grant from the Community and Local Law Enforcement, and in-kind funds including volunteer projects (Matching Funds). The Matching Funds shall be used toward planning, construction and park amenities. Matching Funds shall be expended no later than October 24, 2021. Parks has already expended significant match for the acquisition component of the Project and staff anticipates that documentation of match expended to date will be submitted with the first reimbursement request for reimbursement of eligible acquisition related costs.

### **District Acquisition Plan: Connecting Communities and the Land**

The grant is consistent with the District's Long Range Acquisition Plan, specifically its Recreation and Education Objective to: "Work with partners to create and expand parks as part of a connected system of recreational lands." This Project is a partnership with Regional Parks and is adjacent to the SMART right-of-way, where a future bicycle and pedestrian path will offer an alternative way to access the park, and connect to other County Facilities, such as the Joe Rodota Trail.

### **District Expenditure Plan**

The grant is consistent with Paragraph 5 of the District's Expenditure Plan insofar as it promotes recreation and urban open spaces near incorporated areas.

### **Fair Market Value Determination**

A part of the Matching Grant Project is to reimburse Parks for the eligible acquisition costs for purchase of the property. Parks purchased the property for purposes of developing a public park in December 2014 via tax sale for \$57,391. In February 2014, the District obtained an opinion of value of \$175,000 for the property prepared by Howard Levy Appraisal Group, LLC. Additionally, Parks had the property appraised in July 2014. The appraised value at that time was \$170,000. Ultimately, Parks had the opportunity to purchase the property through a tax



default process resulting in a final purchase price that was significantly less than both the opinion of value and the appraised value at the time of purchase.

No funds are being paid by the District for the acquisition of either the Conservation Easement or the Recreation Covenant. The District's Matching Grant does not include any payment for the Conservation Easement or the Recreation Covenant as they are interests in real property being acquired by the District as a condition of funding through the Matching Grant Program. Therefore the District is not paying more than the fair market value for the acquisition of these interests.

**Recommendation**

District staff recommend that the Commission adopt a resolution determining that:

- 1) The reimbursement of acquisition cost for the property does not exceed fair market value since the property was purchased through a tax sale at a cost significantly lower than the appraised value of the property at time of purchase, and
  
- 2) By accepting the Conservation Easement and Recreation Covenant as a condition of funding for the acquisition of the property and for development of recreational improvements on the 4.22 acre Andy's Unity Park, the District is not paying more or receiving less than the fair market value for the interests so received.

## MATCHING GRANT AGREEMENT

### *Andy's Unity Park*

This agreement ("Agreement") dated as of \_\_\_\_\_ ("Effective Date") is entered into by and between the Sonoma County Agricultural Preservation and Open Space District (hereinafter "District"), a public agency, and County of Sonoma, a political subdivision (hereinafter "Grantee" or "County").

### RECITALS

A. *Program.* The District has a Competitive Matching Grant Program ("Program") by which it provides funding to cities, other public agencies and non-profit organizations on a competitive basis for open space projects that are consistent with the Expenditure Plan approved by Sonoma County voters in November 2006 as part of the Sonoma County Open Space, Clean Water and Farmland Protection Measure, Measure F.

B. *Project & Property Description.*

- On October 22, 2013, an unfortunate tragedy occurred in our community when 13 year old Andy Lopez lost his life in a vacant field near the intersection of West Robles Avenue and Moorland Avenue near Santa Rosa. The community envisioned that field as a park and have come together to plan for the vacant field now known as Andy's Unity Park. The future park is a 4.22 acre property east of the Sonoma Marin Area Rail Transit right-of-way over two parcels bisected by Horizon Way in unincorporated Sonoma County southwest of Santa Rosa known as the Moorland neighborhood ("the Property")(APNs 043-280-027 and 043-280-028), more particularly described in Exhibit "A" attached hereto.
- The City of Santa Rosa General Plan and the County of Sonoma through the approval of the Parkview Subdivision in the 1990's, have long identified the Property as a neighborhood public park.
- On April 8, 2014 and March 29, 2016 on the County of Sonoma on behalf of Regional Parks authorized submittal of Grant Applications for the acquisition, planning and development of a park in the Moorland neighborhood. The monies from the 2014 grant application have not yet been dispersed thus the two grant requests are covered with this Matching Grant Agreement.

- On October 14, 2014, the District accepted Regional Parks' Moorland Park Project into the Matching Grant Program for acquisition of the Property, a 4.22 acre property located in the unincorporated Sonoma County southwest of Santa Rosa at the intersection of Moorland Avenue and West Robles Avenue ("2014 Grant").
- On December 22, 2014, the County acquired the Property for a purchase price of \$57,391 and began community engagement toward preparing a Master Plan for the future park.
- On March 15, 2016, the County, by Resolution No. 16-0101, adopted the Master Plan and approved the name Andy's Unity Park ("Plan"). The Plan includes numerous improvements for the Property, including: natural turf areas, a natural area, a plaza-like space for community gatherings, a skate plaza, play area, community garden, an off leash dog area and restrooms. Under the same resolution, the County certified and adopted a Mitigated Negative Declaration had been prepared for the project under the California Environmental Quality Act (CEQA).
- On March 29, 2016, the County, by Resolution No. 16-0108, determined that the Plan was consistent with the Sonoma County General Plan, specifically under the Public Facilities and Services Element, Section 3.1 Park and Recreation Services; Open Space & Resource Conservation Element, Section 9 Outdoor; and Section 2.5 of the Public and Quasi Public Land Use Policy.
- On October 25, 2016, the District's Board of Directors accepted Andy's Unity Park into the 2016 Matching Grant Program in the amount of \$1,000,000 ("2016 Grant"). The 2014 Grant and 2016 Grant and the County's matching funds will fund the Project, which, for the purposes of this Agreement, is defined as the acquisition of the Property and implementation of those park elements described in the Work Plan approved by the District pursuant to Section 3(a), below, which elements may include picnic areas, natural areas, trail/pedestrian areas, a community garden and pathway safety lighting, a children's playground, kiosk, skate plaza, off-leash dog area, restroom and a memorial or art piece to commemorate Andy Lopez ("Project").

C. *2014 Application.* Grantee submitted an application under the District's 2014 Program for funding toward the Project, specifically toward acquisition and planning and

development for a future park in the amount of \$1,125,000. The District recommended inclusion of the Project into the Program, with funding for acquisition and planning in the amount not to exceed \$466,667. This recommendation was accepted by the District's Advisory Committee on August 28, 2014, and approved by the District's Board of Directors on October 14, 2014, subject to negotiation and execution of this Matching Grant Agreement. The cost to acquire the property was less than anticipated; the eligible acquisition costs were \$67,391. Per the Program Guidelines, planning expenses are limited to 25% of the grant. The acquisition costs plus allowable planning costs result in a grant amount of \$84,239 for the 2014 Matching Grant Program cycle.

D. *2016 Application.* Grantee submitted an additional application under the District's 2016 Program for further funding toward development of recreational improvements identified in the Park Master Plan in the amount of \$1,000,000. The District staff recommended inclusion of the Project into the Program for the full funding amount, and the District's Board of Directors accepted the project into the Program for a grant award of up to \$1,000,000 on October 25, 2016, subject to negotiation and execution of this Matching Grant Agreement.

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

#### AGREEMENT

1. The foregoing recitals are true and correct.

#### 2. GRANT REQUIREMENTS

a. *District Grants.* Subject to all terms and conditions herein, the District's 2014 Grant shall provide \$84,239 to be used exclusively for costs to acquire the Property, including staff and consultant costs in connection with the acquisition. The 2016 Grant of up to \$1,000,000 shall be used for park development and amenities, as described in the Work Plan approved by the District pursuant to Section 3(a), below. The District's total grant of for the Project is \$1,084,239. The 2014 Grant for acquisition of the Property shall be expended no later than October 14, 2017 and the 2016 Grant shall be expended by no later than October 24, 2021. Any 2014 Grant funds not expended by October 14, 2017 or 2016 Grant fund not expended by October 24, 2021 shall revert back to the District. Per the Matching Grant Program Guidelines, no more than \$16,848 of the 2014 Grant or \$250,000 of the 2016 Grant may be reimbursed on costs functionally related to or directly supportive of the Project implementation such as plan development, CEQA analysis and compliance, permitting, and project design. As further

described in Section 3(b)(ii), below, Grantee shall report eligible grant expenditures in the form specified by the District.

b. *Match.* As its matching contribution to the Project, Grantee will provide \$1,084,239 in funding from a combination of funds which include, a grant from California State Housing and Community Development's Housing Related Park Program, and a grant from the Community and Local Law Enforcement, and in-kind funds including volunteer projects ("Matching Funds"). The Matching Funds shall be used toward planning, construction and park amenities described in the approved Work Plan identified in Section 3(a) below. No more than \$542,119 (50% of the total grant amount) may be attributed to operations and maintenance costs and no more than \$108,424 (10% of the total matching funds) may be spent on costs functionally related to or directly supportive of project management/implementation, such as plan development, CEQA analysis and compliance, permitting and project design. Matching Funds shall be expended no later than October 24, 2021. As further described in Section 3(b)(ii), below, Grantee shall report match expenditures until the match is met.

c. *Project implementation.* All components of the Project, as described in the approved Work Plan, shall be implemented by no later than October 24, 2021.

d. *Conservation Easement.* Grantee shall execute that certain agreement entitled "Deed and Agreement by and between County of Sonoma and the Sonoma County Agricultural Preservation and Open Space District Conveying a Conservation Easement", by which Grantee will convey a conservation easement to the District protecting the recreational and open space values of the Property ("Conservation Easement").

e. *Recreation Conservation Covenant.* Grantee shall execute that certain agreement entitled "Recreation Conservation Covenant," by which Grantee accepts the affirmative obligation to use, operate and maintain the Property for public outdoor recreation in perpetuity ("Recreation Covenant").

f. *The Irrevocable Offers of Dedication.* Grantee shall execute and deposit into escrow for recording those certain agreements entitled "Irrevocable Offer of Dedication of Lease" and "Irrevocable Offer of Dedication of Fee" to secure its obligations under the Recreation Covenant. These instruments shall hereinafter be referred to jointly as the "Irrevocable Offers."

g. *Public Access.* By no later than October 24, 2021, Grantee shall have completed all planning procedures, met all regulatory requirements and budgeting necessary, and shall open the Property for public outdoor recreation as described in the approved Work Plan in a

manner consistent with the purposes of this Agreement, the Conservation Easement, and the Recreation Covenant.

h. *Operations and Maintenance.* Grantee shall use, manage, operate and maintain the Property in perpetuity solely for public outdoor recreation in a manner consistent with the Conservation Easement and the Recreation Covenant. Grantee assumes all responsibility for and costs of management, operation and maintenance of the Property. The District shall not be liable for any costs of such management, operation or maintenance.

### 3. PROCEDURAL REQUIREMENTS

a. *Work Plan.* Prior to the disbursement of any grant funding and no later than ninety (90) days from the Effective Date of this Agreement, Grantee shall submit, for District review and approval, a Work Plan to implement the Project. The District's review of the Work Plan shall be limited to determining whether implementation of the Work Plan will result in implementation of the Project in a manner consistent with this Agreement, the Conservation Easement, and the Recreation Covenant. The District's approval shall not be construed as the issuance of any entitlements by the District for any of the programs or activities contemplated by Grantee. The District will provide written notice to Grantee of its approval or disapproval of the proposed Work Plan, which shall be based solely upon the Work Plan's consistency with this Agreement, the Plan, the Conservation Easement, the Recreation Covenant, and the District's purpose in accepting the Project into the Program. The Work Plan shall include: 1) a detailed description of the Project, including conceptual and, if available, construction plans; 2) a timeline or schedule for Project implementation, including final Project implementation date 3) a detailed budget, including expenditure of District Grant, as well as the matching funds identified to accomplish the Project and reflecting the required one-to-one (1:1) match. The Work Plan may be amended from time to time with prior written approval from the District. Such approval shall not be unreasonably withheld.

b. *Disbursement of Grant Funds.*

- i. Preconditions. The District shall not be obligated to disburse any funds unless and until the following conditions have been met:
- The District's Board of Directors has approved the execution of this Agreement.
  - The Conservation Easement has been executed and Grantee is in compliance with the terms of the Easement.
  - The Recreation Covenant has been executed and Grantee is in compliance with the terms of the Covenant.

- A Work Plan, pursuant to Section 3(a) of this Agreement, has been approved by the District.
- Grantee has provided written evidence to the District that all permits and approvals necessary for the implementation of the Project under applicable local, state and federal laws and regulations have been obtained.
- Grantee has provided required insurance coverage as described in Section 4(b) of this Agreement.
- Grantee has provided a current negotiated rate letter approved by a cognizant federal agency, an Indirect Cost Rate (ICR) plan, or current billing rates for Grantee's staff.
- Grantee has provided proof of compliance with the California Environmental Quality Act (CEQA).

ii. Payment.

1. Reimbursement. The Grantee may submit requests for payment following District approval of the Work Plan and while work is in progress, subject to the following requirements. Grantee shall complete and submit no more frequently than monthly and no less frequently than quarterly, reimbursement claims in a form acceptable to the District containing, at a minimum, all the information in the sample form attached hereto as Exhibit "B." Each invoice must be accompanied by a Progress Report as described below. The District will pay the claims of Grantee within 30 days of receipt of such claims, provided that the District's General Manager is satisfied that the claims (i) are complete; (ii) include adequate supporting documentation; and (iii) are for eligible expenses as detailed in the adopted Work Plan reasonably incurred in connection with the Project.
  
2. Final Reimbursement. In submission of the final request for reimbursement, Grantee shall ensure that the reimbursement claim filed with the District is labeled as final and includes photos documenting 100% implementation of the work funded by the District's grant. The Final Performance Report prepared in accordance with Section 3(b)(iii)(2) shall accompany the final request for reimbursement.

iii. Reporting.

1. Quarterly. After the Work Plan is approved Grantee shall complete and submit no less frequently than quarterly, a Performance Report (“PR”) demonstrating Grantee’s progress under its approved Work Plan. The first PR shall be submitted no later than ninety (90) days after the date the Work Plan is approved by the District. The PR shall be in a form acceptable to the District’s General Manger and shall include (i) a summary of the current status of the Project; (ii) a description of any challenges and opportunities encountered within the reporting period and how the Grantee will address them; (iii) percent of the Project implemented; (iv) amount(s) and source(s) of grant and match funding expended on approved tasks; and (v) percent of the grant and match funds expended.
2. Final. Within 45 days of completion of Project implementation, Grantee shall file with District a final PR demonstrating 100% implementation of the Project, including demonstration that the District’s grant and the Grantee’s match have been expended consistent with the terms of this Agreement. The final PR should include photos documenting (i) Project implementation; and (ii) installation of signs as required by Section 4(f) below.

#### 4. IMPLEMENTATION REQUIREMENTS

a. *Procurement.* In expenditure of District’s grant for goods and services, Grantee shall comply with District’s competitive procurement procedures, including those required by laws applicable to a special district created by Public Resources Code section 5500 *et seq.* Alternatively, subject to District consent, Grantee may use its own competitive procurement procedures, provided that such procedures provide financial protection equal to or greater than those provided by the District’s competitive procurement procedures. Should Grantee desire to use its own competitive procurement procedures in lieu of District’s, Grantee shall submit its procedures to District for review and approval. If District, in its sole discretion, determines that Grantee’s procurement procedures are not sufficiently rigorous, District may deny the request and Grantee shall thereafter use District’s procurement procedures for all transactions undertaken in connection with the District’s grant. In any event, District reserves the right to reimburse only for such costs as it deems commensurate with the fair market value of the goods and services supplied.



b. *Insurance.* Grantee shall maintain the insurance specified in Exhibit “C” attached hereto and incorporated herein by this reference.

c. *Prevailing Wage.* With respect to any portion of the Project that constitutes the performance of a “public work” within the meaning of Labor Code section 1720, Grantee shall comply with all applicable wage and hour laws, including without limitation Labor Code Sections 1775, 1776, 1777.5 1813 and 1815 and California Code of Regulations, Title 8, Section 16000, et seq.

d. *ADA Requirements.* Grantee shall ensure that the Project complies with all applicable requirements of the Americans with Disabilities Act (ADA) including, without limitation, providing fully accessible public access to the Property and all facilities and programs provided thereon.

e. *Non-Discrimination.* Grantee shall comply with all applicable federal, state and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation, or other prohibited basis including, without limitation, the District’s Non-Discrimination Policy. All nondiscrimination rules and regulations required by law to be included in this Agreement are incorporated herein by this reference.

f. *Signs.* Grantees shall erect at least one permanent sign, or shall incorporate a statement an existing sign on the Property acknowledging the District’s financial participation in the Project. Such signs shall: 1) be made of materials that are weather resistant; 2) be located where they are easily read by the public; 3) include, at a minimum, the District’s logo (provided by District) and if possible the following language, “This Project was funded in part through the Sonoma County Agricultural Preservation and Open Space District’s Matching Grant Program;” and 4) be consistent with the signage language in the Conservation Easement. The number, design, wording, and placement of signs shall be submitted to the District’s General Manager for review and approval.

## 5. PROJECT REVISIONS AND EXTENSIONS

a. *Changes to Project.* To maintain the integrity of the competitive Program, no substantive changes or alterations to the Project may be made without written consent of the District. As a condition District’s approval of any changes to the Project, Grantee shall amend the Work Plan as deemed reasonably necessary by the District.

b. *Project Implementation Extension.* The District, at its sole discretion, may grant a single extension of time of no more than two years for implementation of the Project. The District’s granting of an extension is dependent upon Grantee’s ability to demonstrate that

reasonable progress on the Project is and has been made, that the Grantee has been compliant with all provisions of this Agreement, the Conservation Easement, and the Recreation Covenant, and that the extension will result in successful implementation of the Project within the extended timeframe.

## 6. RECORDS KEEPING

a. *Records.* Grantee shall maintain all financial, procurement, accounting, licenses, insurance, and project and programmatic records related to the Project for no less than five (5) years after the completion of Project implementation.

b. *Records Access.* Upon not less than 24-hours advance notice, Grantee shall provide District with access during normal business hours to all financial, procurement, accounting, licenses, insurance, and project and programmatic records related to the District's grant for no less than five (5) years after the completion of Project implementation.

c. *Accounting Requirements.* Grantee shall maintain an accounting system that is in accordance with generally accepted accounting procedures and standards, and as such:

- i. Accurately reflects responsible fiscal transactions, with the necessary controls and safeguards.
- ii. Provides a solid audit trail, including original source documents such as contracts, purchase orders, receipts, progress payments, invoices, timecards, and evidence of payment.
- iii. Provides accounting data so the total cost of the project and each individual component can be readily determined.

d. *Fiscal and Project Monitoring.* The Project will be subject to compliance monitoring by the District. Such monitoring may include examination of books, papers, accounts, documents or other records of Grantee as they relate to the expenditure of District grant funds and the Grantee's match.

## 7. GENERAL PROVISIONS

a. *Statutory Compliance.* All activities and uses in connection with the Project shall be subject to and undertaken in accordance with all applicable federal, state, and local statutes, ordinances, rules, and regulations.

b. *Access to Project Site.* The District shall have the right to enter and inspect the Property upon 24 hours notice to the Grantee for the purposes of ensuring compliance with this Agreement and progress toward Project implementation.

c. *Failure to Perform.* Failure by Grantee to comply with the terms of this Agreement may result in any or all of the following actions at the District's sole discretion:

- i. If District reasonably determines that the Project will not be implemented or that the purposes of the Project will not be met within the timeframes provided herein, the District may cease all further funding and may commence and pursue all available legal remedies to recoup any and all grant funds disbursed to Grantee pursuant to this Agreement.
- ii. District may seek specific performance of this Agreement in a court of competent jurisdiction. Grantee hereby agrees that the public benefits sought by this Agreement exceed the dollar amount of the grant and are impracticable or extremely difficult to measure. Grantee further agrees that, in the event of a breach of this Agreement by Grantee, reimbursement of the grant funds, alone, would be inadequate compensation and that, in addition to damages, the District shall be entitled to injunctive relief, including specific performance, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Specific performance, however, shall not be compelled if changes in circumstances have rendered such performance impossible or financially infeasible.

d. *Indemnification.* Grantee agrees to accept all responsibility for loss or damage to any person or entity, including but not limited to District, its officers, agents, and employees and to defend, indemnify, hold harmless, reimburse and release District, its officers, agents, and employees, from and against any and all actions, claims, damages, disabilities, liabilities and expense, including but not limited to attorneys' fees and the cost of litigation, whether arising from personal injury, property damage or economic loss of any type, that may be asserted by any person or entity, including Grantee, arising out of or in connection with this Agreement and/or the Project, whether or not there is concurrent negligence on the part of District, but, to the extent required by law, excluding liability due to the sole or active negligence or due to the willful misconduct of District. If there is a possible obligation to indemnify, Grantee duty to defend exists regardless of whether it is ultimately determined that there is not a duty to indemnify.

District shall have the right to select its own legal counsel at the expense of Grantee, subject to Grantee approval, which approval shall not be unreasonably withheld.

e. *Method and Place of Giving Notice, Making Submissions and Payments.* Except as otherwise expressly provided herein, any notice, invoice, report, demand, request, approval, disapproval, or other communication that either party desires or is required to give under this Agreement shall be in writing and either served personally or sent by first class mail, private courier or delivery service, or telecopy addressed as follows:

TO DISTRICT:	General Manager Sonoma County Agricultural Preservation and Open Space District 747 Mendocino Avenue Santa Rosa, CA 95401 Telephone: (707) 565-7360 Fax: (707) 565-7359
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TO GRANTEE:	Director Sonoma County Regional Parks 2300 County Center Drive Suite 120A Santa Rosa, CA 95403
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f. *Assignment and Delegation.* Grantee shall not assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the District, and no such transfer shall be of any force or effect whatsoever unless and until such consent is received.

g. *Amendment.* No changes in this Agreement shall be valid unless made in writing and signed by the parties to this Agreement. No oral understanding or agreement not incorporated in this Agreement shall be binding on any of the parties.

h. *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.

i. *Merger.* This writing is intended both as the final expression of the agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No

modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as set forth below.

APPROVED:  
**SONOMA COUNTY AGRICULTURAL  
PRESERVATION AND OPEN SPACE  
DISTRICT**

APPROVED:  
**GRANTEE**

\_\_\_\_\_  
William Keene, General Manager

\_\_\_\_\_  
Bert Whitaker, Director  
Sonoma County Regional Parks  
(The signatory hereby warrants and  
represents he/she is authorized to execute this  
document on behalf of Grantee)

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

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

**Exhibits**

A: Legal Description

B: Form of Reimbursement Claim

C: Insurance Requirements

Exhibit A

**Property Legal Description**

Those portions containing 4.22 acres shown and delineated as “Designated Remainder” on that certain Map entitled “Parkview Subdivision Unit No. 2”, filed January 10, 1997 in Book 558 of Maps, at Pages 45 through 48, Sonoma County Records.

APN: 043-280-027, 043-280-028

Exhibit B  
**Reimbursement Claim Form**

LINE ITEM INVOICE				Reimbursement Claim for Matching Grant Funding		
Organization Name				Sonoma County Agricultural Preservation and Open Space District		
Date of Invoice						
Date Range of Expenses						
<b>Item/Task</b>	<b>Budgeted Amount</b>	<b>Total Complete to Date</b>	<b>Prior Paid to Date</b>	<b>This Invoice Request</b>	<b>% of Total Complete to Date</b>	<b>Total Complete to Date</b>
				-		
				-		
				-		
				-		
<b>Total Project</b>	\$ -	\$ -	\$ -	\$ -		\$ -
<i>Expand Line Item Invoice with additional Items/Tasks if needed.</i>						
<i>For any personnel costs, please provide a separate line for salary (one line) and for benefits (another line). Also provide the job title of the staff member, their hourly wage, and the number of hours spent on the task.</i>						
Brief Narrative of Tasks Performed During the Invoice Period:						
Attach copies of receipts.						
Invoice certification:						
Approving Signature	Name and Title of Approving Signature			Date		
<i>Note: If this a final invoice, please mark it as "FINAL".</i>						



Exhibit C  
**Insurance Requirements**

**RESOLUTION NO.:**

**DATED: August, 31, 2017**

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SONOMA COUNTY OPEN SPACE FISCAL OVERSIGHT COMMISSION DETERMINING THAT THE DISTRICT IS NOT PAYING MORE, OR RECEIVING LESS, THAN THE FAIR MARKET VALUE OF THE INTERESTS SO RECEIVED**

**WHEREAS**, by virtue of the contract dated December 7, 2010, between the County of Sonoma and the Sonoma County Agricultural Preservation and Open Space District ("the District") and Sonoma County Board of Supervisors Resolution No. 10-0832 dated December 7, 2010, this Board of Commissioners is required to review each proposed District acquisition or conveyance in order to determine whether the District would be paying more or receiving less than fair market value for the open space interests being acquired or conveyed; and

**WHEREAS**, on April 11, 2014 the Sonoma County Regional Parks submitted an \$1,125,000 application under the Program for the acquisition of 4.22 acres for Moorland Park ("the Project"); and ,

**WHEREAS**, the Project was recommended for funding not to exceed the amount of \$466,667 for acquisition of real property and accepted by the District's Advisory Committee on August 28, 2014, and the District's Board of Directors on October 14, 2014, contingent upon execution of a Matching Grant Agreement; and

**WHEREAS**, the Sonoma County Regional Parks was able to acquire the land for \$57,391 and is requesting the 2014 Matching Grant amount be for the reimbursement of acquisition through a tax-default sale plus associated fees for a total \$84,239; and

**WHEREAS**, on March 31, 2016 the Sonoma County Regional Parks submitted an \$1,000,000 application under the Program for the funding to develop the Project; and,

**WHEREAS**, the Project was recommended for funding not to exceed the amount of \$1,000,000 and accepted by the District's Board of Directors on October 25, 2016, contingent upon execution of a Matching Grant Agreement; and

**WHEREAS**, since the Matching Grant funds approved for the project through the 2014 Matching Grant Program were never disbursed, both the Matching Grants for 2014 and 2016 will be executed through one Matching Grant Agreement; and

**WHEREAS**, through Regional Parks Moorland Neighborhood Park Master Plan process, Moorland Neighborhood Park was renamed and shall be known as Andy's Unity Park; and

**WHEREAS**, as a condition of funding, the County must grant the District a Conservation Easement, and a Recreation Conservation Covenant on the Property by which the County accepts the affirmative obligation to use, operate and maintain the park for public outdoor recreation in perpetuity.

**WHEREAS**, the District's General Manager is proposing to recommend to the District Board of Directors a matching grant subject to the recordation of (1) a Conservation Easement generally limiting the use of the Property to public outdoor recreation compatible with the open space values of the Property and (2) a Recreation Covenant obligating the City to operate and maintain the Property for public outdoor recreation in perpetuity.

**NOW THEREFORE BE IT RESOLVED**, that this Board of Commissioners hereby finds, determines, declares and orders as follows:

1. *Truth of Recitals.* The foregoing recitals are true and correct.

2. *Fair Market Value.* This Commission is satisfied that by 1) accepting the Conservation Easement and Recreation Covenant as a condition of providing funding for acquisition of the property and the development of recreational improvements on the 4.22 acre Andy's Unity Park property, and 2) reimbursement of acquisition cost for the property purchased through a tax sale at a cost significantly lower than the appraised value of the property at time of purchase the District is not paying more or receiving less than the fair market value for the interests so received.

**COMMISSIONERS:**

**AYES:** \_\_\_\_\_ **NOES:** \_\_\_\_\_ **ABSTAIN:** \_\_\_\_\_ **ABSENT:** \_\_\_\_\_