

City of Santa Rosa

Agreement For Grant Funding of
South Santa Rosa Specific Plan and Environmental Impact Report (EIR) For
County of Sonoma Permit Sonoma

Funding Amount: \$50,000
Term: / /2025 to 12/31/2027

Funding Source: District Formation Funds for 3rd District

AGREEMENT FOR GRANT FUNDING OF PROJECT

THIS AGREEMENT is made and entered into this _____, by and between the COUNTY OF SONOMA, (hereinafter COUNTY) and the City of Santa Rosa (hereinafter GRANTEE or “City”).

RECITALS

WHEREAS, the Board of Supervisors through its Community Investment Program Policy, provides for the allocation of revenue from Transient Occupancy Tax (TOT) to the General Fund, Community Investment, and Measure L. The Board allocates one third of the first 9% of TOT funds to the General Fund and the rest is allocated pursuant to the Community Investment Fund Program Policy;

WHEREAS, the Community Investment Program Policy provides for an allocation to each Supervisor’s District for Community Investment, through various categories of funds, including the Community Services category, and District Formation Funds subcategory;

WHEREAS, the COUNTY and GRANTEE are collaborating on the development of the South Santa Rosa Specific Plan (Specific Plan) and Environmental Impact Report (EIR) (collectively, the “Project”), in which they have mutual interests;

WHEREAS, the Specific Plan area includes a total of 1,900 acres, approximately 1,400 of which are within unincorporated Sonoma County, and encompasses both the City’s Mendocino Avenue/Santa Rosa Avenue Corridor Priority Development Area (PDA) and the COUNTY’s South Santa Rosa Avenue PDA;

WHEREAS, the partnership between the COUNTY and City is critical to ensuring seamless coordination of infrastructure improvements, environmental sustainability measures, and economic development strategies across jurisdictional boundaries;

WHEREAS, GRANTEE has requested that the County contribute \$50,000 towards necessary costs to complete the Project, and which will cover approximately half of the cost of the City’s contract with consultant Dyett & Bhatia necessary to complete the Project, estimated to be nearly \$100,000 total;

WHEREAS, the Third District Supervisor’s Office wishes to provide \$50,000 of its

available District Formation Funds to the City fulfill its request and complete the Project;

WHEREAS, this Agreement is conditioned on the Board of Supervisors authorizing a one-time exception to the District Formation Fund guidelines to support efforts that facilitate independent incorporation or annexation of unincorporated areas to existing cities;

WHEREAS, this Agreement is conditioned on the Board of Supervisors' approval of the use of \$50,000 from District 3's District Formation Funds for a grant to support the South Santa Rosa Area Specific Planning Process, with the intent of facilitating potential annexation of the area into the City of Santa Rosa, and has delegated authority to the District 3 Supervisor to execute this Agreement;

WHEREAS, COUNTY's Board of Supervisors has determined that GRANTEE's proposed use of funds will serve public purposes, benefit the community and economy, and will meet the social needs of the population of the county in accordance with Government Code section 26227;

WHEREAS, GRANTEE has represented that it is aware of and understands the County's requirements for funding and the terms and conditions of this Agreement;

WHEREAS, COUNTY'S Board of Supervisors has relied on those representations in authorizing the execution of this Agreement; and

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. Recitals. That the foregoing Recitals are true and are incorporated herein by reference.
2. Funding Grant.

COUNTY shall provide GRANTEE the total sum of Fifty Thousand Dollars (\$50,000) (the "Grant"), for the Grant Use and Purpose stated below. Upon execution of this agreement, funds shall be provided to the Grantee. The Grantee is responsible for submitting annually by June 30th a report on how funds were spent through the term of the agreement. All unused funds remaining at the end of the term of this Agreement, as stated in paragraph 4, must be returned to COUNTY and any funds used for other than the expressly allowed Grant Use and Purpose shall be subject to immediate reimbursement by GRANTEE to COUNTY.

GRANTEE shall not be entitled to any additional payment for any expenses incurred in completion of the work described in Section 3. Grant Use and Purpose.

3. Grant Use and Purpose. Grant funds may only be used to cover costs associated with completing development of the South Santa Rosa Specific Plan (Specific Plan) and Environmental Impact Report (EIR) (collectively, the Project). These costs may include, but are not limited to, technical studies, enhanced community engagement, infrastructure analysis, and legal compliance efforts to meet California Environmental Quality Act (CEQA) and other regulatory requirements.

GRANTEE undertakes the Project at GRANTEE's sole risk, expense, responsibility, and election,

and COUNTY shall have no responsibility for the Grant-funded items as a result of this Agreement.

4. **Term.** The Grant and the right to use the Grant (or any portion thereof) shall terminate December 31, 2027, unless terminated earlier in accordance with this agreement. Notwithstanding, COUNTY, in its sole discretion, may allow for an extension of time to extend the availability of the Grant for good cause shown or other proper circumstance as determined by COUNTY. The provisions of Section 8 (“Indemnification”) shall survive expiration or termination of this agreement.
5. **Records.** GRANTEE agrees, for a period of four (4) years after completion of this Agreement, to keep, and require its consultants and contractors working on the Project to keep, a complete record of accounting for the Project described in Section 3, Grant Use and Purpose, and to make available and submit to audit by COUNTY all of GRANTEE’S books, records, and financial statements upon COUNTY’S request
6. **Authorized and Lawful Use.** GRANTEE warrants to COUNTY that the Grant shall be expended for only those purposes authorized herein and otherwise in accordance with all applicable laws and regulations.
7. **Compliance.** GRANTEE is responsible for understanding and shall comply with all laws and regulations applicable to use of the Grant.
8. **Indemnification:** GRANTEE agrees to accept all responsibility for loss or damage to any person or entity, including COUNTY, and to indemnify, hold harmless, and release COUNTY, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including GRANTEE, that arise out of, pertain to, or related to this Grant or to GRANTEE’s or its agents’, employees’, contractors’, subcontractors’, or invitees’ activities relating to the Grant. GRANTEE’s obligations under this Section apply whether or not there is concurrent negligence on County’s part, but to the extent required by law, excluding liability due to County’s conduct. County shall have the right to select its legal counsel at GRANTEE’s expense, subject to GRANTEE’s approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for GRANTEE or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.
9. **Non-Discrimination:** GRANTEE shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination 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 County’s Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.
10. **Assignment/Delegation:** GRANTEE shall not assign, sublet, transfer or delegate any interest in or duty under this Agreement without written consent of COUNTY, and no assignment shall be of any force or effect whatsoever unless and until so consented.
11. **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 C.C.P. Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

12. Termination: At any time, with or without cause, COUNTY shall have the right in its sole discretion, to terminate this Agreement by giving written notice to GRANTEE.
13. Repayment: If GRANTEE fails to comply with this Agreement, then GRANTEE shall, within ten days of receipt of notice of such failure, return as requested to COUNTY all amounts received.
14. Conflict of Interest: GRANTEE covenants that it presently has no interest and shall not acquire any interest, direct, or indirect, which would conflict in any manner or degree with receipt or use of the Grant. GRANTEE further covenants that in the receipt and use of the Grant no person having any such interest shall be employed.
15. Statutory Compliance: GRANTEE agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, GRANTEE expressly acknowledges that this Agreement may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.
16. AIDS Discrimination: GRANTEE agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.
17. 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.
18. Extra or Changed Work: Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. GRANTEE expressly recognizes that, pursuant to Sonoma County Code Section 1-11, COUNTY personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of GRANTEE to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment of this Agreement or to compensation whatsoever for the performance of any such work. GRANTEE further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the COUNTY.
19. Counterpart; Electronic Signatures. The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF), or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal ESIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of

any electronic signature below, the signing party agrees to have conducted this transaction and to execution of this Agreement by electronic means.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

CITY:

COUNTY OF SONOMA:

By:  _____
Name: Maraskeshia
Smith Title: City Manager
Date: June 16, 2025

By: _____
Name: Chris Coursey
Title: Supervisor, 3rd District
Date: _____

APPROVED AS TO FORM FOR CITY:

ATTEST:

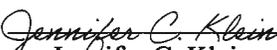
By:  _____
Name: Hannah Ford-Stille
Title: City Attorney's Office
Date: June 16, 2025

By: _____
Clerk of the Board

APPROVED AS TO CONTENT FOR COUNTY:

By: _____
Name: Tennis Wick
Title: Director, Permit Sonoma
Date: _____

APPROVED AS TO FORM FOR COUNTY:

By:  _____
Name: Jennifer C. Klein
Title: Chief Deputy County Counsel
Date: _____

Final Grant Agreement for Funding of South Santa Rosa Specific Plan (SSRSP)

Final Audit Report

2025-06-16

Created:	2025-06-16 (Pacific Daylight Time)
By:	Marcy Morgan (MMorgan@srcity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0u2gUbuRIikPaug7pDhZoK8GPx_-1b73

"Final Grant Agreement for Funding of South Santa Rosa Specific Plan (SSRSP)" History

-  Document created by Marcy Morgan (MMorgan@srcity.org)
2025-06-16 - 7:43:46 AM PDT
-  Document emailed to Hannah Ford-Stille (HFordStille@srcity.org) for signature
2025-06-16 - 7:45:07 AM PDT
-  Email viewed by Hannah Ford-Stille (HFordStille@srcity.org)
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-  Document e-signed by Hannah Ford-Stille (HFordStille@srcity.org)
Signature Date: 2025-06-16 - 8:33:19 AM PDT - Time Source: server
-  Document emailed to Maraskeshia Smith (msmith@srcity.org) for signature
2025-06-16 - 8:33:21 AM PDT
-  Email viewed by Maraskeshia Smith (msmith@srcity.org)
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-  Document e-signed by Maraskeshia Smith (msmith@srcity.org)
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Final Grant Agreement for Funding of South Santa Rosa Specific Plan (SSRSP)

Final Audit Report

2025-06-17

Created:	2025-06-17
By:	Yoan Vivas Barajas (Yoan.Vivas@sonoma-county.org)
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-  Document created by Yoan Vivas Barajas (Yoan.Vivas@sonoma-county.org)
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-  Document emailed to Jennifer Klein (Jennifer.Klein@sonoma-county.org) for signature
2025-06-17 - 11:05:28 PM GMT
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-  Document e-signed by Jennifer Klein (Jennifer.Klein@sonoma-county.org)
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-  Agreement completed.
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