

MATCHING GRANT AGREEMENT

Helen Putnam Park Improvement

This Matching Grant Agreement (“Agreement”) dated as of <Date> (“Effective Date”) is entered into by and between the Sonoma County Agricultural Preservation and Open Space District (hereinafter “District”), a Special District formed pursuant to the California Public Resources Code, and Earth Island Institute, a California non-profit public benefit corporation, (hereinafter “Grantee”).

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. *Application.* Grantee submitted an application under the District’s 2018 and 2022 Program for funding toward the expansion of Helen Putnam Park, specifically for open space improvements to enable public use and access to the expanded parkland. The applications in 2018 and 2022 have been combined, with staff recommending funding for a single improvement grant in the amount of \$1,450,000.00 (“Grant Funds”). The District Board of Directors approved this Agreement on [DATE].

C. *Project.* The District, through this Program, will provide Grant Funds to Grantee for recreation development and natural resource restoration as further specified in Exhibit B (Project Description), and in accordance with the Work Plan (“Work Plan”) to be approved pursuant to Paragraph 3(a), below (hereinafter the “Project”).

D. *Property.* Grantee is the owner in fee simple of that certain real property containing approximately forty-seven and seventy-three hundredths (47.78) acres located in Sonoma County, commonly known as “Scott Ranch” designated as Sonoma County Assessor’s Parcel

Number 019-120-041 which is more particularly described in **Exhibit A-1**, attached hereto and incorporated herein by this reference. The District's grant funds (but not Grantee's match) are restricted to an approximately twenty-two and five hundredths (22.05)-acre portion of Scott Ranch, which is more particularly described in **Exhibit A-2**, attached hereto and incorporated herein by this reference (the "Property").

E. *General Plan.* On February 27, 2023 the City of Petaluma's City Council adopted Resolution 2023-24 N.C.S., determining that the Project, including the intended transfer of the Property to Sonoma County Regional Parks, is consistent with the City of Petaluma's General Plan.

F. *California Environmental Quality Act.* On February 27, 2023, the City of Petaluma adopted Resolution 2023-23 N.C.S., approving an Environmental Impact Report considering the impacts of the Project and adopting a mitigation and monitoring plan for the Project

G. *Transfer of Property to Sonoma County.* After completion of the Project, Grantee plans to transfer Scott Ranch, including the Property, to the County of Sonoma for use as an extension of Helen Putnam Regional Park.

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 and are incorporated into this Agreement.

2. GRANT REQUIREMENTS

a. *District Grant.* Subject to all terms and conditions herein, the District shall provide Grant Funds in the amount of \$1,450,000 to be used exclusively for eligible development and restoration costs on the Property, as described in the Work Plan to be approved by the District pursuant to *Section 3(a)*, below. No Grant Funds may be expended on operation and maintenance of the Project. The District's Grant Funds shall be expended by no later than December 13, 2027, unless an extension of time is authorized by the District General Manager, consistent with District policies.

b. *Project Completion.* Project shall be completed no later than December 13, 2027, unless an extension of time is authorized by the District General Manager, consistent with District policies.

c. *Matching Funds.* As its matching contribution to the Project, Grantee will provide \$1,450,000 ("Matching Funds") in funding toward the Project. Grantee shall describe all proposed match sources in the Work Plan prepared pursuant to *Section 3(a)*, below. Expenditures on the entirety of the 47.73 acre Scott Ranch Property may qualify towards Grantee's match, if (1) they are described in an approved Work Plan, (2) they further the restoration and conservation of the Scott Ranch Property, and (3) they are not required mitigation for the Scott Ranch development project. No more than \$725,000 (50% of the total Matching Funds) may be spent on operations and maintenance costs and no more than \$362,500 (25% of the total Matching Funds) may be spent on Project management expenses, including those associated with Project planning such as plan development, CEQA analysis and compliance, permitting, approvals, and staff costs. In the event the Project includes restoration or development, these expenses must be specifically budgeted and accounted for in the Work Plan. Matching funds shall be expended by December 13, 2027. Grantee shall be required to report Matching Funds expenditures, consistent with *Section 3(b)*, until the Matching Funds expenditures equal the Grant Funds awarded.

d. *Conservation Easement.* Grantee shall grant a conservation easement ("Conservation Easement") to the District in a form acceptable to the District and Grantee protecting the natural resources, scenic resources, and the recreational and educational value of the Property.

e. *Recreation Conservation Covenant.* Grantee shall execute a Recreation Conservation Covenant ("Recreation Covenant") in a form acceptable to the District and Grantee by which Grantee and its successors, accepts the affirmative obligation to use, operate and maintain the Property for low-intensity public outdoor recreation in perpetuity.

f. *Irrevocable Offer of Dedication.* Grantee shall execute an irrevocable offer of dedication of the fee interest in the Property in favor of the District ("Irrevocable Offer") to secure its obligations under the Recreation Covenant for the benefit of the District.

g. *Public Access.* Unless an extension of time is authorized by the District General Manager in accordance with District policies, Grantee shall have completed all planning

processes and met all regulatory requirements for completion of the Project by December 13, 2027 and shall open the Property for low-intensity public outdoor recreation consistent with the Conservation Easement within three (3) years of Effective Date of the Recreation Covenant.

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

3. PROCEDURAL REQUIREMENTS

a. *Work Plan.* Prior to the disbursement of any Grant Funds and no later than ninety (90) days from the Effective Date of this Agreement, Grantee shall submit for District approval a Work Plan to implement the Project. The District's review of the Work Plan shall consider whether the Work Plan is consistent with this Agreement, the Conservation Easement, the Recreation Covenant, and the purpose of the Project, as defined by the District's Program acceptance criteria as applied to Grantee's application. Once approved by the District, the Work Plan (together with any exhibits thereto) shall be considered an addendum to of this Agreement and shall be specifically enforceable hereunder. The District's review and approval of the Work Plan is not an entitlement or permit process of any kind. The Work Plan shall include:

- (i) A detailed description of the Project, including conceptual and, if available, construction plans;
- (ii) A timeline or schedule for Project implementation, including final Project implementation date; and
- (iii) A detailed budget, describing expenditure of the District's Grant Funds as well as the Matching Funds identified to accomplish the Project.

If applicable the Work Plan should also include:

- (iv) A restoration planting success standards and planting maintenance plan; and
- (v) A corrective action plan for failure to meet restoration planting success criteria.

A sample form for the Work Plan required by this Agreement is attached hereto as Exhibit C. With prior written approval from District, Grantee may amend the Work Plan from time to time, provided that such amendments further the original purpose of the Project as defined by the District's Program acceptance criteria as applied to Grantee's application, and such amendment(s) are consistent with the Grantee's Application, this Agreement, the Conservation Easement, and the Recreation Covenant. Amendments to the Work Plan, once approved by the District, shall comprise a further addendum to this Agreement and shall be specifically enforceable hereunder.

b. *Disbursement Conditions of Grant Funds.* Except as provided in subsection (ii) below, the District shall not be obligated to disburse any Grant Funds unless and until the following conditions have been met:

- (i) The District's Board of Directors has approved funding for the Project, as evidenced by execution of this Agreement.
- (ii) Grantee has provided written evidence to the District that all permits and approvals necessary to implement the Project under applicable local, state and federal laws and regulations have been obtained. Notwithstanding the foregoing, the District may authorize disbursements of Grant Funds in an amount up to \$362,500 (25% of total matching funds noted in 2C above) to reimburse Grantee for project management expenses incurred between December 12, 2022 and the Effective Date of this Agreement.
- (iii) The Conservation Easement has been duly executed and recorded and Grantee is in compliance with the terms of the Conservation Easement.
- (iv) The Recreation Covenant has been duly executed and recorded and Grantee is in compliance with the terms of the Recreation Covenant.
- (v) A Work Plan has been approved pursuant to *Section 3* of this Agreement by the District.
- (vi) Grantee has provided required insurance coverage (as described in *Section 4(b)* of this Agreement and specified in Exhibit D.)

- (vii) 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.
- (viii) Grantee has provided proof of compliance with the California Environmental Quality Act (CEQA), as applicable.

c. *Reimbursement Payments.* Grantee may submit reimbursement claims following District approval of the Work Plan and the Matching Grant Agreement. 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 E. Each invoice should be accompanied by a Performance Report as described in *Section 3(e)(i)*, below. The District will pay the claims of Grantee within 45 days of receipt of claims that comply with the following requirements: (i) claims must be complete and include adequate supporting documentation; (ii) claims must be only for eligible expenses as detailed in the approved Work Plan; and (iii) all claimed expenses must be demonstrated to be reasonable.

d. *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 Project, attesting to Project's completion. This documentation of Project completion must be submitted as a final performance report prepared in accordance with *Section 3(e)(ii)* and shall accompany the final reimbursement request.

e. *Reporting Timeframes.*

- (i) Quarterly Performance Report. After the Work Plan is approved, Grantee shall complete and submit no less frequently than quarterly, a performance report ("Performance Report") demonstrating Grantee's progress under its approved Work Plan. The first Performance Report, consistent with the sample form provided in Exhibit F shall be submitted no later than ninety (90) days after the date the Work Plan is approved by the District. The Performance Report shall be in a form acceptable to the District's General Manager 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 Matching Funds expended; and (v) percent of the Grant Funds expended.

- (ii) Final Performance Report. The Final Performance Report, consistent with the sample form provided in Exhibit F shall be submitted no later than 45 days after Project completion (“Final Performance Report”) demonstrating 100% implementation of the Project, including documentation that the District’s Grant Funds and the Grantee’s Matching Funds have been expended consistent with the terms of this Agreement, and that restoration monitoring and maintenance, if applicable, is underway. The Final Performance Report should include photos documenting; Project completion and installation of signs as required by Section 4(f).

4. IMPLEMENTATION REQUIREMENTS

a. *Procurement*. In expenditure of Grant Funds for goods or 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, with 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 Grant Funds or Matching Funds. In any event, District reserves the right to reimburse Grantee for only such costs it deems commensurate with the fair market value of the goods and services supplied.

b. *Insurance*. Grantee shall maintain the insurance specified in Exhibit D 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, and shall require compliance by all of its contractors, with all applicable

Helen Putnam Extension Matching Grant Agreement

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.* Prior to Project completion, Grantee/s shall erect at least one permanent sign, or shall incorporate a statement on an existing sign on the Property acknowledging the District's financial participation in the Project. Such signs shall: (i) be made of materials that are weather resistant; (ii) be located where they are easily read by the public; (iii) 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 (iv) 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. The parties recognize that the content and design of the sign will require approval by Sonoma County Regional Parks, and the parties will coordinate with Sonoma County Regional Parks regarding the design and content of the sign.

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 prior written consent of the District. As a condition of District's approval for any changes or alterations to the Project, Grantee shall amend the Work Plan as deemed reasonably necessary by the District.

b. *Project Implementation Extension.* The General Manager may grant a single extension of time of no more than two years for implementation of the Project in his or her sole discretion. The District's granting of an extension is dependent upon Grantee's ability to

demonstrate that reasonable progress on the Project 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. RECORD KEEPING

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

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, Project and Program records related to the District's grant for no less than five (5) years after completion of Project.

c. *Annual Audit.* Grantee shall annually submit to District until Project Completion an annual audited financial statement within 6 months of the Grantee's previous fiscal year end. If a Grantee does not have an audit conducted, a biennial accountant review will be accepted in lieu of an annual audit with respect to that Grantee.

d. *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 related to the Project.
- iii. Provides accounting data so the total cost of the Project and each individual component can be readily determined.

e. *Fiscal and Project Monitoring.* The Project will be subject to compliance monitoring by the District. The monitoring may include examination of books, papers, accounts, documents or other records of Grantee as they relate to the expenditure of Grant Funds and Matching Funds.

7. GENERAL PROVISIONS

a. *Statutory Compliance/Living Wage Ordinance.* Grantee agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies (“Laws”), including but not limited to the County of Sonoma Living Wage Ordinance, to the extent applicable to the grant provided under this Agreement, as such Laws 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 and agrees that this Agreement is 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.

b. *Access to Project Site.* The District shall have the right to enter and inspect the Project and the entirety of the 47.73 acre Scott Ranch Property, upon 24-hours’ notice to the Grantee for the purposes of ensuring compliance with this Agreement and progress of Project.

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 and its officers, agents, and employees, 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's 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. The parties agree this indemnity clause shall not apply to claims arising exclusively out of the parties' separate rights and responsibilities under the Conservation Easement ("Easement Claims") and that all such Easement Claims shall be governed by the indemnity provisions of the Conservation Easement.

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

TO GRANTEE:

Executive Director
Kelly Creek Protection Project
722 Jefferson Street
Petaluma, CA 94952
jared@basound.com

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. The District's consent to a proposed assignment or delegation may be conditioned, withheld or denied by District for any reason or no reason.

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. *No Waiver of Breach.* The waiver by District of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

j. *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.

k. *Severability.* If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement which can be given effect without the invalid provision shall continue in full force and effect and shall in no way be impaired or invalidated.

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

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

n. *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 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 E-SIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § *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 executed this Agreement as set forth below.

APPROVED:

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

Misti Arias, General Manager


APPROVED:

EARTH ISLAND INSTITUTE

David Phillips, Board Vice President

(The above signatory hereby warrants and represents he/she is authorized to execute this document on behalf of Grantee)

Date:  _____ 

Date:  _____ 

Exhibits

- A. Legal Description of Property
- B. Project Description
- C. Form of Work Plan
- D. Insurance Requirements
- E. Form of Reimbursement Claim
- F. Form of Performance Report
- G. Form of Final Performance Report

Exhibit A
Legal Description of Property

REAL PROPERTY, SITUATE IN THE INCORPORATED TERRITORY OF THE CITY OF PETALUMA, COUNTY OF SONOMA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING ALL OF PARCEL B, AS SAID PARCEL B IS SHOWN AND SO DESIGNATED ON THAT CERTAIN MAP ENTITLED "PARCEL MAP NO. 423 SCOTT RANCH", RECORDED JULY 29, 2024, IN BOOK 850 OF MAPS, AT PAGES 44-47, IN THE OFFICE OF THE COUNTY RECORDER OF SONOMA COUNTY;

EXCEPTING THEREFROM THE "PARK EXTENSION CRLF CONSERVATION EASEMENT", MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A PORTION OF SAID PARCEL B;

COMMENCING AT THE SOUTHWESTERN CORNER OF SAID PARCEL B;

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG THE WESTERN LINE OF SAID PARCEL, NORTH 00°56'40" EAST 637.00 FEET TO THE **POINT OF BEGINNING** FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, CONTINUING ALONG SAID WESTERN LINE, NORTH 00°56'40" EAST 85.00 FEET;

THENCE, LEAVING SAID WESTERN LINE, EAST 24.00 FEET;

THENCE, NORTH 53°00'00" EAST 50.00 FEET;

THENCE, NORTH 84°00'00" EAST 48.00 FEET;

THENCE, SOUTH 72°00'00" EAST 62.00 FEET;

THENCE, NORTH 46°00'00" EAST 68.00 FEET;

THENCE, SOUTH 84°00'00" EAST 82.00 FEET;

THENCE, EAST 52.00 FEET;

THENCE, NORTH 49°00'00" EAST 85.00 FEET;

THENCE, NORTH 41°00'00" EAST 79.00 FEET;

THENCE, NORTH 63°00'00" EAST 138.00 FEET;

THENCE, SOUTH 65°00'00" EAST 34.00 FEET;

THENCE, NORTH 59°00'00" EAST 47.00 FEET;

THENCE, NORTH 25°41'16" EAST 85.00 FEET;

THENCE, EAST 90.00 FEET;

THENCE, NORTH 64°00'00" EAST 24.00 FEET;

Helen Putnam Extension Matching Grant Agreement

THENCE, SOUTH 83°00'00" EAST 63.00 FEET;
THENCE, SOUTH 74°00'00" EAST 92.00 FEET;
THENCE, SOUTH 85°00'00" EAST 104.00 FEET;
THENCE, SOUTH 64°00'00" EAST 120.00 FEET;
THENCE, SOUTH 43°00'00" EAST 75.00 FEET;
THENCE, SOUTH 79°00'00" EAST 78.00 FEET;
THENCE, SOUTH 56°00'00" EAST 30.00 FEET
THENCE, EAST 18.00 FEET;
THENCE, NORTH 72°00'00" EAST 42.00 FEET;
THENCE, EAST 65.00 FEET;
THENCE, NORTH 80°00'00" EAST 26.02 FEET;
THENCE, SOUTH 73°00'00" EAST 72.35 FEET;
THENCE, NORTH 68°00'00" EAST 95.00 FEET;
THENCE, SOUTH 05°00'00" WEST 123.00 FEET;
THENCE, SOUTH 43.00 FEET TO A POINT HEREINAFTER REFERRED TO AS **POINT A**;
THENCE, WEST 429.99 FEET;
THENCE, NORTH 51°30'00" WEST 227.35 FEET; THENCE, WEST 320.00 FEET;
THENCE, SOUTH 53°00'00" WEST 290.00 FEET;
THENCE, SOUTH 79°00'00" WEST 350.00 FEET;
THENCE, WEST 120.00 FEET TO THE **POINT OF BEGINNING**.

EXCEPTING FROM SAID "PARK EXTENSION CRLF CONSERVATION EASEMENT" THE FOLLOWING DESCRIBED PARCEL OF LAND:

COMMENCING AT HEREIN DEFINED POINT A;

THENCE, FROM SAID POINT OF COMMENCEMENT, NORTH 77°27'48" WEST 173.38 FEET TO THE **POINT OF BEGINNING** FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, NORTH 83°15'17" WEST 42.03 FEET;

THENCE, ALONG THE ARC OF A TANGENT 42.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 186°48'32", AN ARC DISTANCE OF 136.94 FEET;

THENCE, SOUTH 76°26'45" EAST 42.03 FEET;

Helen Putnam Extension Matching Grant Agreement

THENCE, ALONG THE ARC OF A TANGENT 39.50 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 173°11'29", AN ARC DISTANCE OF 119.40 FEET TO THE **POINT OF BEGINNING**.

ALSO EXCEPTING THEREFROM THE "RESIDENTIAL DEVELOPMENT CRLF CONSERVATION EASEMENT" MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A PORTION OF SAID PARCEL B;

BEGINNING AT THE SOUTHWESTERN CORNER OF SAID PARCEL B;

THENCE, FROM SAID POINT OF BEGINNING, ALONG THE WESTERN LINE OF SAID PARCEL, NORTH 00°56'40" EAST 637.00 FEET;

THENCE, LEAVING SAID WESTERN LINE, EAST 120.00 FEET;

THENCE, NORTH 79°00'00" EAST 350.00 FEET;

THENCE, NORTH 53°00'00" EAST 290.00 FEET;

THENCE, EAST 320.00 FEET;

THENCE, SOUTH 51°30'00" EAST 227.35 FEET;

THENCE, EAST 429.99 FEET;

THENCE, SOUTH 70.18 FEET;

THENCE, SOUTH 34°00'00" EAST 74.00 FEET;

THENCE, SOUTH 50°00'00" EAST 53.00 FEET;

THENCE, SOUTH 22°00'00" EAST 11 FEET; THENCE, SOUTH 10.00 FEET;

THENCE, WEST 446.00 FEET;

THENCE, SOUTH 120.00 FEET;

THENCE, WEST 171.00 FEET;

THENCE, SOUTH 299.27 FEET TO A POINT ON THE SOUTHERN LINE OF SAID PARCEL B;

THENCE, ALONG SAID SOUTHERN LINE, SOUTH 83°11'35" WEST 1,110.52 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 22.05 ACRES OF LAND, MORE OR LESS.

END OF DESCRIPTION

EXHIBIT B
Project Description

Helen Putnam Regional Park Expansion
Matching Grant Improvement Project

Context:

The Helen Putnam Regional Park Expansion proposes to develop an approximately 47-acre public park on the southwest corner of the intersection of Windsor Drive and D Street in Petaluma. The park is proposed as an extension of Helen Putnam Regional Park and will connect the existing park eastward to D Street and provide additional opportunities for outdoor public recreation. The phase 1 improvements necessary to open the Helen Putnam Regional Park Expansion lands to members of the public include the following elements:

Community Spaces MGP Project Description (Includes Community Spaces MGP and Matching Funded Activities)

1. Trail network construction (North Trail and trail from lower parking lot to the Barn Center), and installation of one pedestrian bridge crossing over Kelly Creek.
2. Construction of the main parking lot off of D Street, which will include 24 parking spaces with at least two ADA parking spaces.
3. Construction of a permanent 2-stall ADA compliant unisex restroom, with necessary City of Petaluma sewer connections.
4. Permanent erosion control for the parking lots, which will include infiltration basins with bioretention plantings.
5. Riparian Restorations and Plantings on the North Side of Kelly Creek.
6. Livestock Fencing to keep cattle out of Kelly Creek and construction of a low water cattle crossing in Kelly Creek.
7. Gully stabilization and restoration on the south side of Kelly Creek.
8. Utility connections needed in relation to the above improvements.
9. Restoration of

the stock pond, including fencing and habitat enhancement.

10. Installation of water troughs for cattle.

Proposed CSMPG Budget for the future lands to be encumbered by the Conservation Easement:

Revised February 12, 2025

PROJECT TIMELINE

PROJECT COST

| TASK 1 | | | | | AG + OPEN SPACE REQUESTED FUNDS | | MATCH FUNDS | | | | | TOTAL |
|-------------------------------------|--------------------|-------------------|-------------|-----------|---------------------------------|------------|--------------|--------|---------------------|-------------------|------------|-------------------------------|
| Project Administration ¹ | | | | | | | | | | | | AG + OPEN SPACE FUNDS + MATCH |
| TASKS | DESCRIPTION | MILESTONES | START DATE | END DATE | AMOUNT | % OF TOTAL | MATCH SOURCE | AMOUNT | STATUS ² | DATE ² | % OF TOTAL | |
| 1.1 | Enter description. | Enter milestones. | Start date. | End date. | \$ 0 | 0% | Match A. | \$ | Choose status. | Enter date. | % | \$ |
| | | | | | | | Match B. | \$ | Choose status. | Enter date. | % | |
| | | | | | | | Match C. | \$ | Choose status. | Enter date. | % | |
| SUBTOTAL | | | | | \$ 0 | 0% | | \$ 0 | | | % | \$ 0 |

| TASK 2 | | | | | AG + OPEN SPACE REQUESTED FUNDS | | MATCH FUNDS | | | | | TOTAL |
|--|--------------------|-------------------|-------------|-----------|---------------------------------|------------|--------------|--------|---------------------|-------------------|------------|-------------------------------|
| Planning, Design, Environmental Compliance & Permitting ¹ | | | | | | | | | | | | AG + OPEN SPACE FUNDS + MATCH |
| TASKS | DESCRIPTION | MILESTONES | START DATE | END DATE | AMOUNT | % OF TOTAL | MATCH SOURCE | AMOUNT | STATUS ² | DATE ² | % OF TOTAL | |
| 2.1 | Enter description. | Enter milestones. | Start date. | End date. | \$ 0 | 0% | Match A. | \$ | Choose status. | Enter date. | % | \$ |
| | | | | | | | Match B. | \$ | Choose status. | Enter date. | % | |
| | | | | | | | Match C. | \$ | Choose status. | Enter date. | % | |
| | Enter description. | Enter milestones. | Start date. | End date. | \$ 0 | 0% | Match A. | \$ | Choose status. | Enter date. | % | \$ |
| | | | | | | | Match B. | \$ | Choose status. | Enter date. | % | |
| | | | | | | | Match C. | \$ | Choose status. | Enter date. | % | |
| SUBTOTAL | | | | | \$ 0 | 0% | | \$ 0 | | | % | \$ 0 |

| TASK 3 | | | | | AG + OPEN SPACE REQUESTED FUNDS | | MATCH FUNDS | | | | | TOTAL |
|---|---|---|------------|----------|---------------------------------|------------|--------------|-----------|---------------------|-------------------|------------|-------------------------------|
| Project Implementation/Construction/Acquisition | | | | | | | | | | | | |
| TASKS | DESCRIPTION | MILESTONES | START DATE | END DATE | AMOUNT | % OF TOTAL | MATCH SOURCE | AMOUNT | STATUS ² | DATE ² | % OF TOTAL | AG + OPEN SPACE FUNDS + MATCH |
| 3.1 | Public Access Infrastructure Construction Parking Lot Construction | -Finalize bid package -Select contractor and execute contract(s) -lower parking lot grading and subbase -lower parking lot paving -drainage installation -ADA parking stalls | 4/1/25 | 9/30/26 | \$ 361,000 | 24.9% | Match A. | \$ | Choose status. | Enter date. | % | \$361,000 |
| | | | | | | | Match B. | \$ | Choose status. | Enter date. | % | |
| | | | | | | | Match C. | \$ | Choose status. | Enter date. | % | |
| 3.2 | Public Access Infrastructure Construction - Restroom + Sewer Connection Construction | - Finalize bid package -Select contractor and execute contract(s) -Restroom -sewer connection | 4/1/25 | 9/30/26 | \$ 310,000 | 21.4% | Match A. | \$ | Choose status. | Enter date. | % | \$310,000 |
| | | | | | | | Match B. | \$ | Choose status. | Enter date. | % | |
| | | | | | | | Match C. | \$ | Choose status. | Enter date. | % | |
| 3.3 | Public Access Infrastructure Construction - Utilities Construction | -Finalize bid package -Select contractor and execute contract(s) -utilities installation | 4/1/25 | 9/30/26 | \$120,000 | 8.3% | Match A. | \$ | Secured | Enter date. | % | \$120,000 |
| | | | | | | | Match B. | \$ | Choose status. | Enter date. | % | |
| | | | | | | | Match C. | \$ | Choose status. | Enter date. | % | |
| 3.3 | Public Access Infrastructure Construction - Permanent Erosion Control | -Finalize bid package -Select contractor and execute contract(s) -A portion of the permanent erosion control in AOS easement | 4/1/25 | 9/30/26 | \$0 | 0% | KCPP Donor | \$ 83,000 | Secured | 7/9/24 | 5.7% | \$ 83,000 |
| | | | | | | | Match B. | \$ | Choose status. | Enter date. | % | |
| | | | | | | | Match C. | \$ | Choose status. | Enter date. | % | |
| 3.4 | Public Access Infrastructure Construction - Trails Construction | - Finalize bid package -Select contractor and execute contract(s) -North Trail -Trail and park area paving | 4/1/25 | 9/30/26 | \$659,000 | 45.4% | Match A. | | Secured | | % | \$659,000 |
| | | | | | | | Match B. | \$ | Choose status. | Enter date. | % | |
| | | | | | | | Match C. | \$ | Choose status. | Enter date. | % | |

| | | | | | | | | | | | | |
|----------|---|---|---------|---------|--------------|-------|------------|-----------|----------------|-------------|-------|-------------|
| 3.5 | Public Access Infrastructure Construction - Bridge Construction | -Finalize bid package -Select contractor and execute contract(s) -Install one bridge | 7/15/25 | 9/30/26 | \$ | 0% | KCPP Donor | \$550,000 | Secured | 7/9/24 | 37.9% | \$550,000 |
| | | | | | | | Match B. | \$ | Choose status. | Enter date. | % | |
| | | | | | | | Match C. | \$ | Choose status. | Enter date. | % | |
| 3.6 | Public Access Infrastructure Construction - Fencing and Gates Installation | -Finalize bid package -Select contractor and execute contract(s) -install split rail fencing -install pedestrian gates | 6/2/25 | 9/30/26 | \$ | 0% | KCPP Donor | \$110,000 | Secured | 7/9/24 | 7.6% | \$110,000 |
| | | | | | | | Match B. | \$ | Choose status. | Enter date. | % | |
| | | | | | | | Match C. | \$0 | Choose status. | Enter date. | % | |
| 3.7 | Habitat Enhancement - Livestock Fencing/Wet Crossing and Creek Restoration | -Finalize bid package -Select contractor and execute contract(s) - Wet Crossing - Creek Restoration | 3/1/25 | 9/30/25 | | 0% | KCPP Donor | \$276,000 | Choose status. | 7/9/24 | 19.0% | \$267,000 |
| | | | | | | | Match C. | \$0 | Choose status. | Enter date. | % | |
| 3.8 | Habitat Enhancement - Gully Repair | -Finalize bid package -Select contractor and execute contract(s) -repair east gully -repair west gully | 3/1/25 | 9/30/25 | \$ | 10.3% | KCPP Donor | \$300,000 | Choose status. | 7/9/24 | 20.7% | \$300,000 |
| | | | | | | | Match C. | \$0 | Choose status. | Enter date. | % | |
| | | | | | | | Match C. | \$0 | Choose status. | Enter date. | % | |
| 3.9 | Habitat Enhancement - Stock Pond Enhancement and Fencing | -Finalize bid package -Select contractor and execute contract(s) - stock pond enhancement - fencing | 1/6/25 | 9/30/25 | \$ | % | KCPP Donor | \$100,000 | Secured | 7/9/24 | 6.9% | \$100,000 |
| | | | | | | | Match C. | \$0 | Choose status. | Enter date. | % | |
| | | | | | | | Match C. | \$0 | Choose status. | Enter date. | % | |
| 3.10 | Habitat Enhancement - Water Trough Installation | - Finalize bid package -Select contractor and execute contract(s) - install troughs | 1/6/25 | 9/30/25 | \$ | % | KCPP Donor | \$31,000 | Secured | 7/9/24 | 2.1% | \$31,000 |
| | | | | | | | Match C. | \$0 | Choose status. | Enter date. | % | |
| | | | | | | | Match C. | \$0 | Choose status. | Enter date. | % | |
| SUBTOTAL | | | | | \$ 1,450,000 | 50% | | | | | | \$2,900,000 |

Exhibit C Form of Work Plan

[PROJECT TITLE] WORK PLAN

For the Sonoma County Agricultural Preservation and Open Space District

Applicant Organization and Project Manager Contact Information:

Location/Address:

Assessor's Parcel Number:

District Matching Grant Funding: \$

Matching Funds (as stated in the MGA): \$

Estimated Total Project Cost: \$

PROJECT DESCRIPTION *(This description should match the project summary that was included in the matching grant agreement)*

SCOPE OF WORK: Please describe what **District grant and Grantee Match funding will accomplish.**
(Include specific information about project tasks, milestones, and anticipated outcomes using the following general task titles. Add sub-tasks as needed to describe in detail the work to be completed.)

- **Task 1:** Project Administration
- **Task 2:** Planning, Design, Environmental Compliance and Permitting
 - 2.1 Planning
 - 2.2 Design
 - 2.3 Environmental Compliance
 - 2.4 Permitting
- **Task 3:** Project Implementation/Construction *(provide detailed sub-tasks for each step of the construction component (i.e. 3.1 site preparation, 3.2 trail construction, 3.3 native plant restoration))*
- **Task 4:** Post project performance
- **Task 5:** Operations and Maintenance *(not eligible for grant \$, not to exceed 50% of total match)*

PROJECT SCHEDULE *(using the table below include anticipated dates of completion for the following project milestones; include any other milestones important to project implementation)*

- ✓ Finalize project plans
- ✓ Obtain necessary permits and CEQA compliance
- ✓ Send request for bids for construction
- ✓ Begin construction

[Project Name] Workplan
Ag+Open Space Matching Grant Program

[DATE]

- ✓ Complete construction
- ✓ Installation of signage
- ✓ Property implementation complete and property opens to the public: *(can be no more than five years from the date project was accepted into the matching grant program)*
- ✓ District funds and match fully expended: *(can be no more than five years from the date project was accepted into the matching grant program)*
- ✓ Final Performance Report submitted to the District: *(due date will be specified in the matching grant agreement)*

Using the tasks/sub-tasks in number 1 above, provide a brief narrative of the project schedule and fill out the table below with additional details.

| TASK/SUB-TASK | DELIVERABLES | START DATE | END DATE |
|--|--------------|------------|----------|
| Task 1: Project Administration | | | |
| Task 2: Planning, Design, Environmental Compliance and Permitting | | | |
| Task 3: Project Implementation/Construction | | | |
| Task 4: Post project performance/Operations & Maintenance | | | |
| | | | |

PROJECT BUDGET

As shown in the line-item Project Budget below, the [Applicant] will match the District's contribution of \$_____ with \$_____ *[as identified in the matching grant agreement]* from all match sources.

[Project Name] Workplan
Ag + Open Space Matching Grant Program

[DATE]

| Item/Task | District Grant | | Match A (List Source) | | | Match B (List Source) | | | TOTAL |
|---|----------------|------------|-----------------------|---------------------|------------|-----------------------|---------------------|------------|-------|
| | Amount | % of Total | Amount | Status ⁴ | % of Total | Amount | Status ⁴ | % of Total | |
| Task 1. Project Administration ¹ | | | | | | | | | |
| Task 2. DESIGN: Planning, Design, Environmental Compliance, Permitting ² | | | | | | | | | |
| Task 3. Project Implementation/Construction | | | | | | | | | |
| Task 4. Post Project Performance ³ | | | | | | | | | |
| Total Project | \$0 | | \$0 | | | \$ | - | | |

Expand Line Item Budget with sub-tasks and additional detail as needed

¹ & ² Task 1 Project Administration + Task 2 Design can not exceed 25% of total Grant Funds or Match

³ Operations & Maintenance Costs are not eligible for Grant funding and cannot exceed 50% of Match Funds

⁴ Identify Match Status as "secured" or "anticipated by XX/XX/XX" (date).

*See MGP Eligible Project Activities

[Project Name] Workplan
Ag +Open Space Matching Grant Program

[DATE]

Exhibit D
Insurance Requirements

Section I – Insurance to be Maintained by [insert name of recipient]

[insert name of recipient] shall maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. The insurance shall be maintained for [insert time period] after all funds have been disbursed.

1. Workers Compensation and Employers Liability Insurance

- a. Required if [insert name of recipient] has employees.
- b. Workers' Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers' Liability with limits of 1,000,000 per Accident; 1,000,000 Disease per employee; 1,000,000 Disease per policy.
- d. Required Evidence of Coverage:
 - i. Certificate of Insurance

If Recipient currently has no employees, Recipient agrees to obtain the above-specified Workers' Compensation and Employers' Liability insurance should any employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than ISO form CG 00 01.
- b. Minimum Limits: 1,000,000 per Occurrence; 2,000,000 General Aggregate; 2,000,000 Products/Completed Operations Aggregate.
- c. [insert name of recipient] shall disclose any deductible or self-insured retention in excess of \$25,000 and such deductible or self-insured retention must be approved in advance by County. Recipient is responsible for any deductible or self-insured retention.
- d. [insert exact name of additional insured] shall be additional insureds for liability arising out of [insert name of recipient]'s ongoing operations. (ISO endorsement CG 20 26 or equivalent).
- e. The insurance provided to County, et al. as additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained them.
- f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between County and [insert name of recipient] and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. Required Evidence of Coverage:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.

3. Automobile Liability Insurance

- a. Minimum Limits: \$1,000,000 combined single limit per accident.
- b. Coverage shall apply to all owned vehicles if recipient owns vehicles.
- c. Coverage shall apply to hired and non-owned vehicles.
- d. Required Evidence of Coverage:
 - i. Certificate of Insurance.

4. Professional Liability Insurance *(Only required of recipients whose normal operations include professional services.)*

- a. Minimum Limit: \$1,000,000.
- b. Any deductible or self-insured retention in excess of \$25,000 shall be disclosed.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. Required Evidence of Coverage:
 - i. Certificate of Insurance.

5. Standards for Insurance Companies

Insurers shall have an A.M. Best's rating of at least A:VII.

6. Documentation

- a. The Certificate of Insurance must include the following reference: insert project name.
- b. All required Evidence of Coverage shall be submitted prior to the execution of this Agreement. insert name of recipient agrees to maintain current Evidence of Coverage on file with County for the required period of insurance.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: insert exact name and address.
- d. Required Evidence of Coverage shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. insert name of recipient shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

7. Policy Obligations

insert name of recipient's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Section II – Insurance to be Maintained by insert name of recipient's contractors and/or consultants)

Exhibit E
Form of Reimbursement Claim

| 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 | | | | | | |
| Item/Task | Budgeted Amount | Total Complete to Date | Prior Paid to Date | This Invoice Request | % of Total Complete to Date | Total Complete to Date |
| | | | | - | | |
| | | | | - | | |
| | | | | - | | |
| | | | | - | | |
| Total Project | \$ - | \$ - | \$ - | \$ - | | \$ - |
| Expand Line Item Invoice with additional Items/Tasks if needed. | | | | | | |
| For all 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. | | | | | | |
| Brief Narrative of Tasks Performed During the Invoice Period: | | | | | | |
| | | | | | | |
| Attach copies of receipts. | | | | | | |
| Invoice certification: | | | | | | |
| | | | | | | |
| Approving Signature | | Name and Title of Approving Signature | | | Date | |
| | | | | | | |
| | | | | | | |
| Note: If this is a final invoice, please mark it as "FINAL". | | | | | | |

EXHIBIT F.
Form of Performance Report

[PROJECT TITLE] PERFORMANCE REPORT

PERFORMANCE REPORT #

REPORTING PERIOD:

Task 1: Project Administration

Please provide the following information for each task:

- *Narrative description of the work completed during the reporting period and the status of the task as described in the Work Plan. Please make sure to provide specific information to support any expenditure of grant and match funds. Identify any progress or completion of milestones.*
- *Description of any challenges and/or opportunities encountered and how they will be addressed, including any changes to the anticipated schedule as described in the Work Plan.*
- *Approximate percentage of work completed*
- *Percentage of match and grant expended to date (calculated separately) to support reimbursement claims and/or match documentation*

Task 2: Planning, Design, Environmental Compliance and Permitting

Please provide the following information for each task:

- *Narrative description of the work completed during the reporting period and the status of the task as described in the Work Plan. Please make sure to provide specific information to support any expenditure of grant and match funds. Identify any progress or completion of milestones.*
- *Description of any challenges and/or opportunities encountered and how they will be addressed, including any changes to the anticipated schedule as described in the Work Plan.*
- *Approximate percentage of work completed*
- *Percentage of match and grant expended to date (calculated separately) to support reimbursement claims and/or match documentation*

Task 3: Project Implementation/Construction

Please provide the following information for each task:

- *Narrative description of the work completed during the reporting period and the status of the task as described in the Work Plan. Please make sure to provide specific information to support any expenditure of grant and match funds. Identify any progress or completion of milestones.*
- *Description of any challenges and/or opportunities encountered and how they will be addressed, including any changes to the anticipated schedule as described in the Work Plan.*
- *Approximate percentage of work completed*
- *Percentage of match and grant expended to date (calculated separately) to support reimbursement claims and/or match documentation*

Task 4: Operations and Maintenance.

Please provide the following information for each task:

- *Narrative description of the work completed during the reporting period and the status of the task as described in the Work Plan. Please make sure to provide specific information to support any expenditure of grant and match funds. Identify any progress or completion of milestones.*
- *Description of any challenges and/or opportunities encountered and how they will be addressed, including any changes to the anticipated schedule as described in the Work Plan.*
- *Approximate percentage of work completed*
- *Percentage of match and grant expended to date (calculated separately) to support reimbursement claims and/or match documentation*

EXHIBIT G

Form of Final Performance Report

[PROJECT TITLE]

COMMUNITY SPACES
MATCHING GRANT PROGRAM
FINAL PERFORMANCE REPORT

PERFORMANCE REPORT # _____

REPORTING PERIOD: _____

Task 1: Project Administration

Please provide the following information for each task:

- *Narrative description of the work completed during the reporting period and the status of the task as described in the Work Plan. Please make sure to provide specific information to support any expenditure of grant and match funds. Identify any progress or completion of milestones.*
- *Description of any challenges and/or opportunities encountered and how they will be addressed, including any changes to the anticipated schedule as described in the Work Plan.*
- *Approximate percentage of work completed*
- *In Final Work Plan on Pg. 3., Percentage of match and grant expended to date (calculated separately) to support reimbursement claims and/or match documentation*

Task 2: Planning, Design, Environmental Compliance and Permitting

Please provide the following information for each task:

- *Narrative description of the work completed during the reporting period and the status of the task as described in the Work Plan. Please make sure to provide specific information to support any expenditure of grant and match funds. Identify any progress or completion of milestones.*
- *Description of any challenges and/or opportunities encountered and how they will be addressed, including any changes to the anticipated schedule as described in the Work Plan.*
- *Approximate percentage of work completed*
- *In Final Work Plan on Pg. 3. Percentage of match and grant expended to date (calculated separately) to support reimbursement claims and/or match documentation*

Task 3: Project Implementation/Construction

Please provide the following information for each task:

- *Narrative description of the work completed during the reporting period and the status of the task as described in the Work Plan. Please make sure to provide specific information to support any expenditure of grant and match funds. Identify any progress or completion of milestones.*
- *Description of any challenges and/or opportunities encountered and how they will be addressed, including any changes to the anticipated schedule as described in the Work Plan.*
- *Approximate percentage of work completed*
- *In Final Work Plan on Pg. 3, Percentage of match and grant expended to date (calculated separately) to support reimbursement claims and/or match documentation*

Task 4: Operations and Maintenance.

Please provide the following information for each task:

- *Narrative description of the work completed during the reporting period and the status of the task as described in the Work Plan. Please make sure to provide specific information to support any expenditure of grant and match funds. Identify any progress or completion of milestones.*
- *Description of any challenges and/or opportunities encountered and how they will be addressed, including any changes to the anticipated schedule as described in the Work Plan.*
- *Approximate percentage of work completed*
- *In Final Work Plan on Pg. 3, Percentage of match and grant expended to date (calculated separately) to support reimbursement claims and/or match documentation*

FINAL WORK PLAN

PROJECT TIMELINE

PROJECT COST

| Activity 1 | | | | | AG + OPEN SPACE REQUESTED FUNDS | | MATCH FUNDS | | | | | TOTAL |
|-------------------------------------|--------------------|-------------------|---------------|-------------|------------------------------------|---------------|-----------------|--------|---------------------|-------------------|---------------|-------------------------------------|
| Project Administration ¹ | | | | | | | | | | | | |
| TASKS | DESCRIPTION | MILESTONES | START DATE | END DATE | AMOUNT | % OF TOTAL | MATCH SOURCE | AMOUNT | STATUS ² | DATE ² | % OF TOTAL | AG + OPEN SPACE FUNDS + MATCH |
| 1.1 | Enter description. | Enter milestones. | Start date. | End date. | \$ 0 | % | Match A. | \$ 0 | Choose status | Enter date. | % | \$ 0 |
| | | | | | | | Match B. | \$ 0 | Choose status | Enter date. | % | |
| | | | | | | | Match C. | \$ 0 | Choose status | Enter date. | % | |
| 1.2 | Enter description. | Enter milestones. | Start date. | End date. | \$ 0 | % | Match A. | \$ 0 | Choose status | Enter date. | % | \$ 0 |
| | | | | | | | Match B. | \$ 0 | Choose status | Enter date. | % | |
| | | | | | | | Match C. | \$ 0 | Choose status | Enter date. | % | |
| 1.3 | Enter description. | Enter milestones. | Start date. | End date. | \$ 0 | % | Match A. | \$ 0 | Choose status | Enter date. | % | \$ 0 |
| | | | | | | | Match B. | \$ 0 | Choose status | Enter date. | % | |
| | | | | | | | Match C. | \$ 0 | Choose status | Enter date. | % | |
| SUBTOTAL | | | | | \$ 0 | 0% | | \$ 0 | | | 0% | \$ 0 |

NOTES:

- ¹ Activity 1 Project Admin and Activity 2. Planning, Design, compliance, permitting *combined* cannot exceed 25% of total Grant Funds, 25% of total Match Funds
- ² Identify Match Status as "Secured" or "Anticipated" and enter date of receipt of funds
- ³ Operations & Maintenance Costs are not eligible for Grant funding and cannot exceed 50% of Match Funds

| Activity 2 | | | | | AG + OPEN SPACE REQUESTED FUNDS | | MATCH FUNDS | | | | | TOTAL |
|--|--------------------|-------------------|-------------|-----------|---------------------------------|------------|--------------|--------|---------------------|-------------------|------------|-------------------------------|
| Planning, Design, Environmental Compliance & Permitting ¹ | | | | | | | | | | | | |
| TASKS | DESCRIPTION | MILESTONES | START DATE | END DATE | AMOUNT | % OF TOTAL | MATCH SOURCE | AMOUNT | STATUS ² | DATE ² | % OF TOTAL | AG + OPEN SPACE FUNDS + MATCH |
| 2.1 | Enter description. | Enter milestones. | Start date. | End date. | \$ 0 | % | Match A. | \$ 0 | Choose status | Enter date. | % | \$ 0 |
| | | | | | | | Match B. | \$ 0 | Choose status | Enter date. | % | |
| | | | | | | | Match C. | \$ 0 | Choose status | Enter date. | % | |
| 2.2 | Enter description. | Enter milestones. | Start date. | End date. | \$ 0 | % | Match A. | \$ 0 | Choose status | Enter date. | % | \$ 0 |
| | | | | | | | Match B. | \$ 0 | Choose status | Enter date. | % | |
| | | | | | | | Match C. | \$ 0 | Choose status | Enter date. | % | |
| 2.3 | Enter description. | Enter milestones. | Start date. | End date. | \$ 0 | % | Match A. | \$ 0 | Choose status | Enter date. | % | \$ 0 |
| | | | | | | | Match B. | \$ 0 | Choose status | Enter date. | % | |
| | | | | | | | Match C. | \$ 0 | Choose status | Enter date. | % | |
| SUBTOTAL | | | | | \$ 0 | 0% | | | | | | \$ 0 |

NOTES:

- ¹ Activity 1 Project Admin and Activity 2. Planning, Design, compliance, permitting *combined* cannot exceed 50% of total Grant Funds, 25% of total Match Funds
- ² Identify Match Status as "Secured" or "Anticipated" and enter date of receipt of funds
- ³ Operations & Maintenance Costs are not eligible for Grant funding and cannot exceed 50% of Match Funds

| Activity 3 | | | | | AG + OPEN SPACE REQUESTED FUNDS | | MATCH FUNDS | | | | | TOTAL |
|---|--------------------|-------------------|-------------|-----------|---------------------------------|------------|--------------|--------|---------------------|-------------------|------------|-------------------------------|
| Project Implementation/ Construction/ Acquisition | | | | | | | | | | | | |
| TASKS | DESCRIPTION | MILESTONES | START DATE | END DATE | AMOUNT | % OF TOTAL | MATCH SOURCE | AMOUNT | STATUS ² | DATE ² | % OF TOTAL | AG + OPEN SPACE FUNDS + MATCH |
| 3.1 | Enter description. | Enter milestones. | Start date. | End date. | \$ 0 | % | Match A. | \$ 0 | Choose status | Enter date. | % | \$ 0 |
| | | | | | | | Match B. | \$ 0 | Choose status | Enter date. | % | |
| | | | | | | | Match C. | \$ 0 | Choose status | Enter date. | % | |
| 3.2 | Enter description. | Enter milestones. | Start date. | End date. | \$ 0 | % | Match A. | \$ 0 | Choose status | Enter date. | % | \$ 0 |
| | | | | | | | Match B. | \$ 0 | Choose status | Enter date. | % | |
| | | | | | | | Match C. | \$ 0 | Choose status | Enter date. | % | |
| 3.3 | Enter description. | Enter milestones. | Start date. | End date. | \$ 0 | % | Match A. | \$ 0 | Choose status | Enter date. | % | \$ 0 |
| | | | | | | | Match B. | \$ 0 | Choose status | Enter date. | % | |
| | | | | | | | Match C. | \$ 0 | Choose status | Enter date. | % | |
| | | | | | 0 | 0 | | | | | | 0 |
| SUBTOTAL | | | | | \$ 0 | 0% | | | | | | \$ 0 |

NOTES:

- ¹ Activity 1 Project Admin and Activity 2. Planning, Design, compliance, permitting *combined* cannot exceed 50% of total Grant Funds, 25% of total Match Funds
- ² Identify Match Status as "Secured" or "Anticipated" and enter date of receipt of funds
- ³ Operations & Maintenance Costs are not eligible for Grant funding and cannot exceed 50% of Match Fund

| ACTIVITY 4 | | | | | AG + OPEN SPACE REQUESTED FUNDS | | MATCH FUNDS | | | | | TOTAL |
|--------------------------------------|-------------|-------------------|-------------|-----------|---------------------------------|------------|--------------|--------|---------------------|-------------------|------------|-------------------------------|
| Operation & Maintenance ³ | | | | | | | | | | | | AG + OPEN SPACE FUNDS + MATCH |
| TASKS | DESCRIPTION | MILESTONES | START DATE | END DATE | AMOUNT | % OF TOTAL | MATCH SOURCE | AMOUNT | STATUS ² | DATE ² | % OF TOTAL | |
| 4.1 | NA | Enter milestones. | Start date. | End date. | \$ 0 | % | Match A. | \$ 0 | Choose status | Enter date. | % | \$ 0 |
| | | | | | | | Match B. | \$ 0 | Choose status | Enter date. | % | |
| | | | | | | | Match C. | \$ 0 | Choose status | Enter date. | % | |
| 4.2 | NA | Enter milestones. | Start date. | End date. | \$ 0 | % | Match A. | \$ 0 | Choose status | Enter date. | % | \$ 0 |
| | | | | | | | Match B. | \$ 0 | Choose status | Enter date. | % | |
| | | | | | | | Match C. | \$ 0 | Choose status | Enter date. | % | |
| 4.3 | NA | Enter milestones. | Start date. | End date. | \$ 0 | % | Match A. | \$ 0 | Choose status | Enter date. | % | \$ 0 |
| | | | | | | | Match B. | \$ 0 | Choose status | Enter date. | % | |
| | | | | | | | Match C. | \$ 0 | Choose status | Enter date. | % | |
| TOTAL | | | | | \$ 0 | 0% | | \$ 0 | | | 0% | \$ 0 |
| SUBTOTAL | | | | | \$ 0 | 0% | | \$ 0 | | | 0% | \$ 0 |

NOTES:

- Activity 1 Project Admin and Activity 2. Planning, Design, compliance, permitting *combined* cannot exceed 50% of total Grant Funds, 25% of total Match Funds
- Identify Match Status as "Secured" or "Anticipated" and enter date of receipt of funds
- Operations & Maintenance Costs are not eligible for Grant funding and cannot exceed 50% of Match Funds

[PROJECT NAME]

Matching Grant Progress Report #