

MATCHING GRANT AGREEMENT

MARK WEST AREA COMMUNITY PARK PHASE 2

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 ("District"), a Special District formed pursuant to the California Public Resources Code, and **Mark West Area Community Fund**, a California non-profit corporation ("Grantee").

RECITALS

A. *Program.* 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 District's 2024 Program for funding towards improvements of real property located at 4614 Old Redwood Highway, unincorporated Sonoma County in the community of Mark West ("Property"), including essential infrastructure, landscaping, pathways and low intensity recreational improvements to create a one-acre public community park ("Project"). Grantee sought funding from District in the amount of \$300,000. District staff recommended inclusion of the Project into the Program, with funding in the amount of \$300,000. This recommendation was reviewed by the District Advisory Committee on October 18, 2024, and authorized by the District's Board of Directors on December 10, 2024 though a commitment to fund the Project was not made until <Date of District Board of Directors Approval of Project and MGA Agreement> , when the District Board of Directors approved this Agreement.

C. *Property.* The Property is more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference.

D. *General Plan.* On _____, by Resolution No. _____, District's Board of Directors determined the Project to be consistent with the 2020 Sonoma County General Plan.

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E. *California Environmental Quality Act*. On _____, by Resolution No. _____, District's Board of Directors determined the Project to be exempt from the requirements of the California Environmental Quality Act.

NOW, THEREFORE, in consideration of the recitals and the mutual covenants in this Agreement, the parties agree as follows:

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1. The recitals are true and correct and are incorporated into this Agreement.

2. GRANT REQUIREMENTS

a. *District Grant*. Subject to all terms and conditions herein, District shall provide grants funds in the amount of \$300,000 ("Grant Funds") to Grantee to be used exclusively for eligible development and restoration costs, as described in the Work Plan to be approved by District pursuant to *Section 3(a)* below. No Grant Funds may be expended on operation and maintenance of the Project. District's Grant Funds shall be expended by no later than April 3, 2028.

b. *Project Completion*. The Project shall be completed no later than April 3, 2028 ("Project Completion").

c. *Matching Funds*. As its matching contribution to the Project, Grantee will provide at least \$160,500 ("Matching Funds") in funding towards the Project, as described in the Work Plan. No more than \$80,250 (50% of the total Matching Funds) may be spent on operations and maintenance costs, and no more than \$40,125 (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 approved by District. Matching Funds shall be expended by no later than April 3, 2028. Grantee shall report Matching Funds expenditures, consistent with *Section 3(b)*.

d. *Conservation Easement*. District acknowledges that Grantee granted a conservation easement over the Property to District on April 3, 2025 ("Conservation Easement").

e. *Recreation Conservation Covenant*. District acknowledges that Grantee conveyed a Recreation Conservation Covenant over the Property to District on April 3, 2025 ("Recreation Covenant").

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f. *Irrevocable Offer of Dedication.* District acknowledges that Grantee granted an irrevocable offer of dedication of the fee interest in the Property in favor of the District on April 3, 2025 (“Irrevocable Offer”).

g. *Public Access.* Subject to the terms and conditions of the Recreation Covenant, by no later than no later than April 3, 2028 Grantee shall have completed all planning processes, met all regulatory requirements, and shall open the Property for low-intensity public outdoor recreation consistent with this Agreement, the Conservation Easement, and 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. 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. 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 District’s Program acceptance criteria as applied to Grantee’s application. Once approved by District, the Work Plan (together with any exhibits thereto) shall be considered an addendum to this Agreement and shall be specifically enforceable hereunder. District’s review and approval of the Work Plan is not an entitlement or permit 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 completion 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.

When applicable the Work Plan may also include:

- (iv) A restoration planting success standards and planting maintenance plan; and

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- (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 B**. 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 are consistent with the Grantee's Application, this Agreement, the Conservation Easement, and the Recreation Covenant. Amendments to the Work Plan, once approved by District, shall comprise a further addendum to this Agreement and shall be specifically enforceable hereunder.

b. *Disbursement Conditions of Grant Funds.* District shall not be obligated to disburse any Grant Funds unless and until the following conditions have been met:

- (i) 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.
- (iii) Grantee is in compliance with the terms of the Conservation Easement.
- (iv) Grantee is in compliance with the terms of the Recreation Covenant.
- (v) A Work Plan has been approved by District pursuant to *Section 3* of this Agreement.
- (vi) Grantee has provided required insurance coverage (as described in *Section 4(b)* of this Agreement and specified in **Exhibit C**).
- (vii) If Grantee or its staff are the ultimate recipient of the Grant Funds, 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) by the County of Sonoma as to the proposed park and any funded improvements, if and to the extent required by law.

c. *Reimbursement Payments.* Grantee may submit reimbursement claims following District approval of the Work Plan and this Agreement. Grantee shall complete and

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submit no more frequently than monthly and no less frequently than quarterly, reimbursement claims in a form acceptable to District containing at a minimum all the information in the sample form attached hereto as Exhibit D. Each invoice should be accompanied by a Performance Report as described in *Section 3(e)(i)*, below. 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 reasonable.

d. *Final Reimbursement.* In submission of the final request for reimbursement, Grantee shall ensure that the reimbursement claim filed with 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 E** shall be submitted no later than ninety (90) days after the date the Work Plan is approved by 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 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, and shall require compliance by all of its contractors, 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 compliance with the Americans with Disabilities Act (ADA) in a manner that is consistent with permitting and planning requirements and the Conservation Easement, when providing public access to the Property, 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, 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.

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f. *Signs.* Grantee shall erect or incorporate a permanent sign or signs on the Property acknowledging District's financial participation in the Project by April 3, 2026. The signs shall: (1) be made of materials that are weather resistant; (2) be located where they are easily read by the public; (3) include District's logo (provided by District), and the following language, "This Project was funded in part by Sonoma County Ag + Open Space."; and (4) be consistent with the signage language in the Conservation Easement. The number, design, wording, and placement of signs shall be submitted to District for review and approval. Alternatively, District shall have the right to install a sign or signs for this purpose, but that does not eliminate the requirements of Grantee for maintenance of these signs.

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 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 District.

b. *Project Completion Extension.* The General Manager may grant a single extension of time of no more than two years for completion of the Project in his or her sole discretion. District's granting of an extension is dependent upon Grantee's ability to demonstrate that reasonable progress on the Project has been made, that 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, licenses, insurance, and programmatic records related to the Project for no less than five (5) years after Project Completion.

b. *Records Access.* Upon not less than two (2) business days' advance notice, Grantee shall provide District staff access to financial, procurement, licenses, insurance, and programmatic records related to the Project for not more than one (1) year after Project Completion.

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

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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 District until Project Completion. The monitoring may include examination of books, papers, accounts, documents or other records of Grantee as they relate to the expenditure of the 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 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.

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

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 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, 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, 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,

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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 email 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: Brad Sherwood, President
Mark West Area Community Fund
422 Larkfield Center #103
Santa Rosa, CA 95403

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 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 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 the Essence; Extensions of Time.* Time is of the essence of this Agreement. Whenever the last day of any period described falls on a Saturday, Sunday, or holiday, the period shall be automatically extended to 11:59 p.m. of the next business day, Pacific Time. The time in which any act provided under this Agreement is to be done shall be computed by excluding the first day and including the last day, unless the last day is a Saturday, Sunday or legal holiday, and then it is also excluded.

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k. *Counterparts; Electronic, and Electronically-Transmitted Signatures.* This Agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, equally admissible in evidence, but all of which together shall constitute one and the same Agreement, notwithstanding that the signatures of each party or their respective representatives do not appear on the same page. The parties acknowledge and agree that electronic signatures that comply with the eSign Act (15 U.S.C. Ch. 96), the California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1, et seq.), or other applicable law (such as DocuSign or ZipLogix Digital Ink signatures), or signatures transmitted by electronic mail in so-called "PDF" format or by fax shall be legal and binding and shall have the same full force and effect as if an original of this Agreement had been delivered.

[Remainder of Page Intentionally Blank – Signature Page Follows]

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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

Date:  _____ 

APPROVED:

MARK WEST AREA COMMUNITY FUND

Brad Sherwood, President

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

Date:  _____ 

Exhibits

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

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Exhibit A
Property Legal Description

For APN/Parcel ID{s}: 058-071-015-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF SONOMA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE LANDS OF ABBIE J. LAUGHLIN AS RECORDED IN 368 OF DEEDS PAGE 332, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND $\frac{3}{4}$ INCH IRON PIPE MARKED CSSC FROM WHICH ENGINEER'S STATION 532+89.98 "M" LINE AS SHOWN ON THE PLANS ENTITLED "FEDERAL AID SECONDARY PROJECT NO. S-786 {6} EAST FULTON ROAD AND MARK WEST SPRINGS ROAD," A COPY OF WHICH IS ON FILE IN THE OFFICE OF THE SONOMA COUNTY SURVEYOR, BEARS SOUTH 55° 52' 30" WEST, 53.00 FEET; THENCE FROM SAID POINT OF COMMENCEMENT NORTH 34° 07' 30" WEST, 4.30 FEET TO A $\frac{3}{4}$ " IRON PIPE MARKING THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE NORTH 46° 06' 00" EAST, 370.89 FEET TO A $\frac{3}{4}$ INCH IRON PIPE; THENCE NORTH 43° 54' 00" WEST, 183.07 FEET TO THE COMMON BOUNDARY WITH THE LANDS OF BETTINI AS DESCRIBED IN 1813 OF OFFICIAL RECORDS, PAGE 898, AND MARKED BY A $\frac{3}{4}$ INCH IRON PIPE; THENCE SOUTH 21° 38' 00" WEST, 127.07 FEET TO A FOUND $\frac{1}{2}$ INCH IRON PIPE ON THE WESTERLY LINE OF LAUGHLIN; THENCE CONTINUING ALONG THE WESTERLY LINE OF LAUGHLIN SOUTH 21° 38' 00" WEST, 77.00 FEET TO A FOUND $\frac{1}{2}$ INCH IRON PIPE AND THE COMMON BOUNDARY BETWEEN THE LANDS OF LAUGHLIN AND THE LANDS OF RICO AND MARY VENTURI AS DESCRIBED IN 749 OF OFFICIAL RECORDS, PAGE 364; THENCE CONTINUING ALONG THE AFORESAID COMMON BOUNDARY SOUTH 46° 06' 00" WEST, 168.16 FEET TO A $\frac{3}{4}$ INCH IRON PIPE IN THE EASTERLY LINE OF THE RIGHT OF WAY OF OLD REDWOOD HIGHWAY NORTH, AS SHOWN ON THE AFORESAID PLANS WHICH ARE ON FILE IN THE OFFICE OF THE SONOMA COUNTY SURVEYOR; THENCE SOUTH 34° 07' 30" EAST, AND ALONG THE AFORESAID RIGHT OF WAY LINE, 100.00 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARINGS: EASTERLY RIGHT OF WAY LINE OF OLD REDWOOD HIGHWAY NORTH AS SHOWN ON THE PLANS ENTITLED "FEDERAL AID SECONDARY PROJECT NO. S-786 {6}" A COPY OF WHICH IS ON FILE IN THE OFFICE OF THE SONOMA COUNTY SURVEYOR.

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Exhibit B**[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]

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- ✓ 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]

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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]

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Exhibit C
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.

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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)

ATTACHMENT 6

Exhibit D
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 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.						
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".						

ATTACHMENT 6

**EXHIBIT E.
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:*

ATTACHMENT 6

- *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*

ATTACHMENT 6

EXHIBIT F
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. 3Percentage of match and grant expended to date (calculated separately) to support reimbursement claims and/or match documentation*

ATTACHMENT 6

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*

ATTACHMENT 6

FINAL WORK PLAN

PROJECT TIMELINE

PROJECT COST

Activity 1														
Project Administration ¹					AG + OPEN SPACE REQUESTED FUNDS		MATCH FUNDS					TOTAL		
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

ATTACHMENT 6

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			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

ATTACHMENT 6

Activity 3					AG + OPEN SPACE REQUESTED FUNDS		MATCH FUNDS					TOTAL
Project Implementation/ Construction/ Acquisition												AG + OPEN SPACE FUNDS + MATCH
TASKS	DESCRIPTION	MILESTONES	START DATE	END DATE	AMOUNT	% OF TOTAL	MATCH SOURCE	AMOUNT	STATUS ²	DATE ²	% OF TOTAL	
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

IMPROVEMENT

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:

- 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

[PROJECT NAME]

Matching Grant Progress Report #